



**STATE OF TENNESSEE  
TENNESSEE HIGHER EDUCATION COMMISSION**

**REQUEST FOR PROPOSALS  
FOR  
GEAR UP TN External Evaluation**

**RFP # 33201-02914  
RELEASE 1**

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## 1. INTRODUCTION

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The State of Tennessee, Tennessee Higher Education Commission (THEC), hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

### 1.1. Statement of Procurement Purpose

#### Background on the GEAR UP TN Program

In July, 2012, the Tennessee Higher Education Commission (THEC) was awarded \$4,227,183, through the U.S. Department of Education, each year for a seven-year program to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) TN provides college access and success focused services to a cohort of approximately 7,500 students, the class of 2018, beginning in the 7th grade and continuing through the cohort's first year of postsecondary education. GEAR UP TN will also provide financial aid and college access services to approximately 5,000 direct-service high school senior students each year. GEAR UP TN direct-service site (hereafter referred to as Collaborative) selection took place through a competitive subcontract proposal process.

GEAR UP TN Goals:

- Increase the academic performance and preparation for postsecondary education for GEAR UP students.
- Increase the rate of high school graduation and enrollment in postsecondary education for GEAR UP students.
- Increase GEAR UP students' and their families' knowledge of postsecondary education options, preparation, and financing.

GEAR UP TN Objectives:

- Increase student academic achievement and course completion
- Increase student performance on college entrance exams
- Increase student high school graduation
- Increase student postsecondary participation and success
- Increase student and family educational expectations
- Increase student and family knowledge of and access to financial assistance for postsecondary education
- Increase parent and community engagement in activities associated with student preparation for college
- Increase educator content-area knowledge and understanding of postsecondary access and success

This RFP refers to a project year. The external evaluation project year will align with the GEAR UP TN grant year to align evaluation, programmatic, and reporting activities. The project year is outlined as follows:

Year 1: September 6, 2013 - July 22, 2014

Year 2: July 23, 2014 – July 22, 2015

Year 3: July 23, 2015 - July 22, 2016

Year 4: July 23, 2016 - July 22, 2017

Year 5: July 23, 2017- July 22, 2018

Year 6: July 23, 2018 - July 22, 2019

## **External Evaluation Services**

THEC is required to hire an external evaluator to assess and provide evidence of GEAR UP TN's performance accomplishing the program's proposed (measurable) objectives, listed above. As outlined in GEAR UP TN's successful grant proposal, the external evaluator is responsible for: 1) designing and implementing the project's evaluation methodology; 2) revising GEAR UP TN's goals, objectives, and performance measures in collaboration with grant personnel; 3) selecting carefully matched non-GEAR UP TN systems for comparison evaluation; 4) collecting baseline data on comparison and Collaborative systems; 5) revising performance measures after baseline data is collected; 6) providing annual formative evaluation reports; 7) providing a final summative report at the end of the project; 8) providing assistance in meeting federally mandated reporting requirements and in completing federal Annual Performance Reports as required by the U.S. Department of Education and the Final Performance Report at the conclusion of the grant; 9) designing, piloting, and administering bi-annual cohort student, parent, and teacher surveys; 10) conducting stakeholder and student focus groups; 11) conducting project staff and school personnel structured interviews; 12) collaborating with GEAR UP TN's online data management system vendor; 13) collecting and analyzing high-quality, reliable data; 14) hosting an annual face-to-face stakeholder meeting in Nashville, Tennessee; 15) participating in monthly conference calls; 16) collaborating with ACT and the National College and Career Readiness Evaluation Consortium; and; 17) providing THEC copies of all data and analysis upon grant close.

## **Evaluation Design Methodology**

The GEAR UP TN project's evaluation strategy focuses on rigorous quasi-experimental design to assess improvements in GEAR UP TN Collaboratives, evaluation of student- and school-level changes relative to general statewide performance, and participation in a national evaluation consortium with thirteen other peer GEAR UP states. In addition to the deliverables listed above, the successful evaluator will be responsible for establishing an evaluation framework in accordance with the four evaluation strategies outlined below:

- 1.1.1. Quasi-experimental design: GEAR UP TN uses carefully matched comparison groups to approximate a true experimental study by selecting non-GEAR UP TN schools based on similar socioeconomic and demographic factors. Careful selection of GEAR UP Collaboratives (direct-service sites) and comparison groups allows for comprehensive evaluation of program impact on academic and non-academic factors. GEAR UP Collaborative selection takes place through a competitive subcontract proposal. This process ensures identification of similar, high-need, schools to serve as the comparison group. The GEAR UP TN evaluator will also consider factors such as school policies, resources, and budget to ensure extraneous factors do not influence the adequacy of schools as comparison sites.
- 1.1.2. Improvements in GEAR UP TN project sites since the beginning of the project: The external evaluator, in collaboration with project personnel, will collect GEAR UP TN and non-GEAR UP TN comparison school baseline data in Year One. Pertinent data for collection includes, but is not limited to: high school graduation, college-going rates, cohort average daily attendance, cohort standardized test scores and other available student and school-level academic information that adheres to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99) guidelines.

Baseline measures allow for more comprehensive evaluation of GEAR UP TN impact at the end of the grant project. Specifically, the difference from baseline to outcome measures provides evidence of the value-added benefits of the grant.

1.1.3. Changes in GEAR UP TN project sites relative to statewide performance: For certain outcomes of interest (e.g. dropout, high school graduation, college-going rate, ACT performance), the external evaluator will compare changes in project Collaborative schools relative to changes in statewide outcomes such as state standards and performance averages. Changes among GEAR UP TN cohort students may also be compared to subgroups within statewide data, such as students with low socioeconomic background/

1.1.4. National Evaluation and Embedded Research: Tennessee entered into a partnership with 15 other state projects to form the GEAR UP College and Career Readiness Evaluation Consortium (hereafter 'Consortium'). The external evaluator will collaborate with the Consortium to strengthen the national evaluation capacity of GEAR UP through inter-state collaboration, data-sharing, and research.

## 1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

## 1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

## 1.4. **RFP Communications**

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**RFP # 33201-02913**

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Marcie Mills, Paralegal

Contracts Administration Manager  
Tennessee Higher Education Commission  
Suite 1510, Parkway Towers  
404 James Robertson Parkway  
Nashville, TN 37243  
[Marcie.Mills@TN.gov](mailto:Marcie.Mills@TN.gov)  
Telephone: 615.532.3500  
Fax: 615.741.5555

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Scott Sloan, Associate Executive Director, Legal and Regulatory Affairs  
Tennessee Higher Education Commission  
Suite 1900, Parkway Towers  
404 James Robertson Parkway  
Nashville, TN 37243  
[Scott.Sloan@tn.gov](mailto:Scott.Sloan@tn.gov)  
Telephone: 615.741.3605  
Fax: 615.741.6230

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however it is within the discretion of Proposers to independently verify any information before relying thereon.

**1.5. Assistance to Proposers with a Handicap or Disability**

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

**1.6. Proposer Required Review & Waiver of Objections**

- 1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

**1.7. Pre-Proposal Conference**

A Pre-Proposal Conference Call will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The purpose of the call is to discuss the services we are seeking, technical issues regarding the RFP and construction of the proposal, and to answer any questions you may have.

To attend the call, please dial:

|           |                |
|-----------|----------------|
| Toll Free | 1.866.531.9323 |
| Local     | 615.253.4066   |

Callers using the toll-free number will be required to enter the PIN number 9906. Since the conference bridge is limited to a maximum of 30 callers, if more than one party from an organization will be joining the call, please try to limit the number of extensions calling in. This will ensure that all parties that wish to attend will have access. Your cooperation is appreciated.

The State will entertain questions; however potential proposers must understand that the State's response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential proposers should submit questions concerning the RFP via email to the RFP Coordinator as indicated in RFP Section 1.4.2.1. and must submit them prior to Conference Call. The State will send the official response to questions to potential proposers as indicated in RFP Section 2 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Propose**

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

**A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.**

1.9. **Proposal Deadline**

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

## 2. RFP SCHEDULE OF EVENTS

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2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

| EVENT  | TIME<br>(CST) | DATE<br>(all dates are state business days) |
|--|---------------|---|
| 1. RFP Issued  |               | June 4, 2013                                |
| 2. Disability Accommodation Request Deadline   | 2:00 p.m.     | June 10, 2013                               |
| 3. Pre-proposal Conference   | 2:00 p.m.     | June 14, 2013                               |
| 4. Notice of Intent to Propose Deadline  | 2:00 p.m.     | June 17, 2013                               |
| 5. Written "Questions & Comments" Deadline   | 2:00 p.m.     | June 20, 2013                               |
| 6. State Response to Written "Questions & Comments"                                      |               | June 25, 2013                               |
| 7. Proposal Deadline (Please note that the RFP must be <b>RECEIVED</b> by the deadline.) | 2:00 p.m.     | August 5, 2013                              |
| 8. State Completion of Technical Proposal Evaluations                                    |               | August 19, 2013                             |
| 9. State Opening & Scoring of Cost Proposals   | 2:00 p.m.     | August 20, 2013                             |
| 10. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection   | 2:00 p.m.     | August 23, 2013                             |
| 11. Contract Signing   |               | September 6, 2013                           |
| 12. Contractor Contract Signature Deadline   | 2:00 p.m.     | September 13, 2103                          |

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.8).



### 3. PROPOSAL REQUIREMENTS

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#### 3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.**

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
  - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

**NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.**

- 3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

### 3.2. **Proposal Delivery**

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

- 3.2.2.1. One (1) original Technical Proposal paper document labeled:

**“RFP # 33201-02914 TECHNICAL PROPOSAL ORIGINAL”**

and seven (7) paper copies of the Technical Proposal with eight (8) each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

**“RFP # 33201-02914 TECHNICAL PROPOSAL COPY”**

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.

- 3.2.2.2. One (1) original Cost Proposal paper document labeled:

**“RFP # 33201-02914 COST PROPOSAL ORIGINAL”**

and one (1) copy in the form of a digital document in “PDF or XLS” format properly recorded on separate, blank, standard CD-R recordable disc labeled:

**“RFP # 33201-02914 COST PROPOSAL COPY”**

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

- 3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 33201-02914 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”**

- 3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 33201-02914 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”**

- 3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFP # 33201-02914 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”**

- 3.2.4. A Proposer must ensure that the State **receives** a proposal in response to this RFP **no later than the Proposal Deadline time and date** detailed in the RFP Section 2, Schedule of Events at the following address.

Marcie Mills, Paralegal  
Contracts Administration Manager  
Tennessee Higher Education Commission  
Suite 1510, Parkway Towers  
404 James Robertson Parkway  
Nashville, TN 37243  
[Marcie.Mills@TN.gov](mailto:Marcie.Mills@TN.gov)  
Telephone: 615.532.3500  
Fax: 615.741.5555

### 3.3. **Proposal & Proposer Prohibitions**

- 3.3.1. A proposal must not include the Proposer's own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.

- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer's proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.3.8. A Proposer must not be (and the State will not award a contract to):
- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;
  - b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
  - c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
  - d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

### 3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed

to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

**3.5. Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

**3.6. Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

**NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.**

**3.7. Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

#### **4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

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##### **4.1. RFP Amendment**

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.8). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

##### **4.2. RFP Cancellation**

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

##### **4.3. State Right of Rejection**

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

##### **4.4. Assignment & Subcontracting**

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

##### **4.5. Right to Refuse Personnel**

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

**4.6. Insurance**

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

**4.7. Licensure**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

**4.8. Disclosure of Proposal Contents**

4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.

4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

**4.9. Contract Approval and Contract Payments**

4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the

Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.

4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

#### 4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

#### 4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

#### 4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.



## 5. PROPOSAL EVALUATION & CONTRACT AWARD

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### 5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

| EVALUATION CATEGORY   | MAXIMUM POINTS POSSIBLE |
|---|-------------------------|
| <b>General Qualifications &amp; Experience</b><br>(refer to RFP Attachment 6.2., Section B)             | <b>20</b>               |
| <b>Technical Qualifications, Experience &amp; Approach</b><br>(refer to RFP Attachment 6.2., Section C) | <b>40</b>               |
| <b>Cost Proposal</b><br>(refer to RFP Attachment 6.3.)  | <b>40</b>               |

### 5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the proposal non-responsive to the RFP and reject it.

- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.
- 5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

### 5.3. **Contract Award Process**

- 5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The contracting agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)
- 5.3.3. The State reserves the right to make an award without further discussion of any proposal.
- 5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

**NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.**

- 5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the

same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.

- 5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

**RFP # 33201-02914 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

**The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

**By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President or Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY**

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME & TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROPOSER LEGAL ENTITY NAME:** \_\_\_\_\_

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):** \_\_\_\_\_

**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION A: MANDATORY REQUIREMENTS.** The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

| <b>PROPOSER LEGAL ENTITY NAME:</b>              |                  |  |                  |
|---|------------------|--|------------------|
| <b>Proposal Page #<br/>(Proposer completes)</b> | <b>Item Ref.</b> | <b>Section A— Mandatory Requirement Items</b>  | <b>Pass/Fail</b> |
|   |                  | The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.  |                  |
|   |                  | The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).  |                  |
|   |                  | The Technical Proposal must NOT contain cost or pricing information of any type.   |                  |
|   |                  | The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.  |                  |
|   |                  | A Proposer must NOT submit alternate proposals.  |                  |
|   |                  | A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).  |                  |
|   | <b>A.1.</b>      | Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.   |                  |
|   | <b>A.2.</b>      | Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.<br><br>NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award. |                  |
|   | <b>A.3.</b>      | Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.  |                  |
|   | <b>A.4.</b>      | Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.  |                  |
|   | <b>A.5.</b>      | Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive   |                  |

|  |                      |  |                  |
|--|----------------------|--|------------------|
| <b>PROPOSER LEGAL ENTITY NAME:</b>   |                      |  |                  |
| <b>Proposal<br/>Page #<br/>(Proposer<br/>completes)</b>  | <b>Item<br/>Ref.</b> | <b>Section A— Mandatory Requirement Items</b>  | <b>Pass/Fail</b> |
|  |                      | credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)   |                  |
|  | <b>A.6.</b>          | Provide documentation of membership in, or joining, the American Evaluation Association ( <a href="http://www.eval.org/">http://www.eval.org/</a> ) (e.g. documentation of membership dues payment by the Principal Investigator. Membership will be considered evidence of required practice in accordance with the nationally recognized educational program evaluation standards developed by the Joint Committee on Standards for Education Evaluation (Yarbrough, D. B., Shulha, L. M., Hopson, R. K., and Caruthers, F. A. (2011). <i>The program evaluation standards: A guide for evaluators and evaluation users</i> (3rd ed.). Thousand Oaks, CA: Sage.) |                  |
| <p><i>State Use – RFP Coordinator Signature, Printed Name &amp; Date:</i></p><br><br><p><b>MARCIE MILLS</b> <span style="float: right;"><b>DATE</b></span></p> |                      |  |                  |

### TECHNICAL PROPOSAL & EVALUATION GUIDE

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

|   |                  |   |
|---|------------------|---|
| <b>PROPOSER LEGAL ENTITY NAME:</b>              |                  |   |
| <b>Proposal Page #<br/>(Proposer completes)</b> | <b>Item Ref.</b> | <b>Section B— General Qualifications &amp; Experience Items</b>   |
|   | <b>B.1.</b>      | Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.   |
|   | <b>B.2.</b>      | Describe the Proposer's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).   |
|   | <b>B.3.</b>      | Detail the number of years the Proposer has been in business.   |
|   | <b>B.4.</b>      | Briefly describe how long the Proposer has been performing the services required by this RFP.   |
|   | <b>B.5.</b>      | Describe the Proposer's number of employees, client base, and location of offices.  |
|   | <b>B.6.</b>      | Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.   |
|   | <b>B.7.</b>      | Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.  |
|   | <b>B.8.</b>      | Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.   |
|   | <b>B.9.</b>      | <p>Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p> |
|   | <b>B.10.</b>     | <p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the</p>   |

## RFP ATTACHMENT 6.2. — SECTION B (continued)

|   |                  |  |
|---|------------------|--|
| <b>PROPOSER LEGAL ENTITY NAME:</b>              |                  |  |
| <b>Proposal Page #<br/>(Proposer completes)</b> | <b>Item Ref.</b> | <b>Section B— General Qualifications &amp; Experience Items</b>  |
|   |                  | Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.   |
|   | <b>B.11.</b>     | Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, <i>etc.</i> ).   |
|   | <b>B.12.</b>     | Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.   |
|   | <b>B.13.</b>     | Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.  |
|   | <b>B.14.</b>     | Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail:<br>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;<br>(b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u><br>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.  |
|   | <b>B.15.</b>     | Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following:<br>(a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises;<br>(b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information:<br>(i) contract description and total value<br>(ii) contractor name and ownership characteristics ( <i>i.e.</i> , ethnicity, sex, disability)<br>(iii) contractor contact and telephone number;<br>(c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information:<br>(i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — <b>PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS</b> )<br>(ii) descriptions of anticipated contracts<br>(iii) names and ownership characteristics ( <i>i.e.</i> , ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and<br>(d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability.<br>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business |



## RFP ATTACHMENT 6.2. — SECTION B (continued)

|   |                  |  |
|---|------------------|--|
| <b>PROPOSER LEGAL ENTITY NAME:</b>          |                  |  |
| <b>Proposal Page # (Proposer completes)</b> | <b>Item Ref.</b> | <b>Section B— General Qualifications &amp; Experience Items</b>  |
|   |                  | enterprises and that offers a diverse workforce to meet service needs.   |
|   | <b>B.16.</b>     | <p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</li> <li>(b) the procuring State agency name;</li> <li>(c) a brief description of the contract's scope of services;</li> <li>(d) the contract term; and</li> <li>(e) the contract number.</li> </ul> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.</li> </ul>   |
|   | <b>B.17.</b>     | <p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) of the larger accounts currently serviced by the Proposer, <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> <li>(a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references.</li> <li>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.</li> <li>(c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> <li>(i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document);</li> <li>(ii) sign <u>and</u> date the completed, reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;</li> <li>(iv) sign his or her name in ink across the sealed portion of the envelope; and</li> <li>(v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal).</li> </ul> </li> <li>(d) <u>Do NOT open the sealed references upon receipt.</u></li> <li>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required.</li> </ul> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</li> </ul> |

## RFP ATTACHMENT 6.2. — SECTION B (continued)

|  |                      |  |
|--|----------------------|--|
| <b>PROPOSER LEGAL ENTITY NAME:</b>   |                      |  |
| <b>Proposal<br/>Page #<br/>(Proposer<br/>completes)</b>  | <b>Item<br/>Ref.</b> | <b>Section B— General Qualifications &amp; Experience Items</b>  |
|  |                      | <ul style="list-style-type: none"> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul> |
| <b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b><br><i>(maximum possible score = 20)</i> |                      |  |
| <i>State Use – Evaluator Identification:</i>   |                      |  |

**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

**0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent**

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

| <b>PROPOSER LEGAL ENTITY NAME:</b>  |                  |  |                   |                          |   |
|---|------------------|--|-------------------|--------------------------|---|
| <b>Proposal Page #<br/>(Proposer completes)</b>   | <b>Item Ref.</b> | <b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>  | <b>Item Score</b> | <b>Evaluation Factor</b> | <b>Raw Weighted Score</b>   |
|   | <b>C.1.</b>      | Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.  |                   | 15                       |   |
|   | <b>C.2.</b>      | Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.   |                   | 35                       |   |
|   | <b>C.3.</b>      | Provide a brief narrative of your work done on other government contracts, if applicable.  |                   | 15                       |   |
|   | <b>C.4.</b>      | Provide a narrative describing your work designing and implementing quasi-experimental design projects. Include experience collecting and analyzing baseline data, establishing program performance measures and targets, as well as experience assessing the impact of educational interventions on student outcomes using student-level longitudinal data. Specifically, describe the rationale for the research design and statistical methods employed and the strengths and limitations of these methodological decisions. Include any experience using relational databases to access and analyze student participation and outcomes data. |                   | 25                       |   |
|   | <b>C.5.</b>      | Provide a narrative of your experience, if applicable, and/or plan to design, pilot, and conduct cohort longitudinal surveys of nested subjects across multiple sites. Specifically, discuss field tests conducted, sample design (including power analyses conducted), and tracking and locating procedures implemented.  |                   | 10                       |   |
| <i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i> |                  |  |                   |                          | <b>Total Raw Weighted Score:</b><br><i>(sum of Raw Weighted Scores above)</i> |

## RFP ATTACHMENT 6.2. — SECTION C (continued)

|   |   |               |                 |  |
|---|---|---------------|-----------------|--|
| <b>Total Raw Weighted Score</b><br><hr/> <b>Maximum Possible Raw Weighted Score</b><br><i>(i.e., 5 x the sum of item weights above)</i> | <b>X</b><br><i>(maximum possible score)</i> | <b>40</b><br> | <b>= SCORE:</b> |  |
| <i>State Use – Evaluator Identification:</i>  |   |               |                 |  |
| <i>State Use – RFP Coordinator Signature, Printed Name &amp; Date:</i>  |   |               |                 |  |
| MARCIE MILLS  |   | DATE          |                 |  |

**COST PROPOSAL & SCORING GUIDE**

*NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED*

**COST PROPOSAL SCHEDULE—** The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period as detailed. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**NOTICE:** The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), “The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

|                             |  |
|-----------------------------|--|
| PROPOSER SIGNATURE:         |  |
| PRINTED NAME & TITLE:       |  |
| DATE:                       |  |
| PROPOSER LEGAL ENTITY NAME: |  |

RFP ATTACHMENT 6.3 (continued)

| PROPOSER LEGAL ENTITY NAME:  |                                     |                                     |                                     |                                     |                                     |                                     |                |                      |                                   |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----------------|----------------------|-----------------------------------|
| Cost Item Description  | Proposed Cost                       |                                     |                                     |                                     |                                     |                                     | State Use ONLY |                      |                                   |
|  | YEAR 1<br>09/06/13<br>–<br>07/22/14 | YEAR 2<br>07/23/14<br>–<br>07/22/15 | YEAR 3<br>07/23/15<br>–<br>07/22/16 | YEAR 4<br>07/23/16<br>–<br>07/22/17 | YEAR 5<br>07/23/17<br>–<br>07/22/18 | YEAR 6<br>07/23/18<br>–<br>07/22/19 | Sum            | Evaluation<br>Factor | Evaluation Cost<br>(sum x factor) |
| Establish and Implement Evaluation Framework<br>(Deliverable 1, Project Year 1)<br>§ A.4.  | \$ / YR                             |                                     |                                     |                                     |                                     |                                     |                | 1                    |                                   |
| Goals, Objectives, and Performance Measure Revision<br>(Deliverable 2, Project Year 1)<br>§ A.5.   | \$ / YR                             |                                     |                                     |                                     |                                     |                                     |                | 1                    |                                   |
| Selection of non-GEAR UP Comparison Schools (Deliverable 3, Project Year 1)<br>§ A.6.  | \$ / YR                             |                                     |                                     |                                     |                                     |                                     |                | 1                    |                                   |
| Baseline Data Collection on GEAR UP TN Direct Service Schools<br>(Deliverable 4, Project Year 1)<br>§ A.7.   | \$ / YR                             |                                     |                                     |                                     |                                     |                                     |                | 1                    |                                   |
| Performance Measure Target Revision<br>(Deliverable 5, Project Year 1)<br>§ A.8.   | \$ / YR                             |                                     |                                     |                                     |                                     |                                     |                | 1                    |                                   |
| Provision of File Transfer Protocol (FTP) for the Secure Exchange of Data<br>(Deliverable 13, Project Year 1, 90-days after Contract Execution)<br>§ A.16.f. | \$ / YR                             |                                     |                                     |                                     |                                     |                                     |                | 1                    |                                   |

RFP ATTACHMENT 6.3 (continued)

|   |         |         |         |         |         |         |  |   |  |
|---|---------|---------|---------|---------|---------|---------|--|---|--|
| PROPOSER LEGAL ENTITY NAME:   |         |         |         |         |         |         |  |   |  |
| Design and Administration of Bi-Annual USDOE Required GEAR UP Student and Parent Surveys as well as School Personnel Surveys<br>(Deliverable 9, Project Years 1, 3, and 5)<br>§ A.12. | \$ / YR |         | \$ / YR |         | \$ / YR |         |  | 3 |  |
| Stakeholder and Student Focus Groups<br>(Deliverable 10, Years 1, 3, and 5)<br>§ A.13.  | \$ / YR |         | \$ / YR |         | \$ / YR |         |  | 3 |  |
| Grant Staff and School Personnel Structured Interviews<br>(Deliverable 11, Project Years 1, 3, and 5)<br>§ A.14.  | \$ / YR |         | \$ / YR |         | \$ / YR |         |  | 3 |  |
| Data Analysis, ACT's Educational Planning and Assessment System (EPAS)<br>(Deliverable 13, Project Years 1, 3, 4, and 5)<br>§ A.16. b.  | \$ / YR |         | \$ / YR | \$ / YR | \$ / YR |         |  | 4 |  |
| Data Analysis, PARCC Assessments<br>(Deliverable 13, Project Years 2 – 6)<br>§ A.16. d.   |         | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR |  | 5 |  |
| Data Analysis, Statewide Longitudinal Data System (SLDS)<br>(Project Years 2 – 6)<br>§ A.16. e.   |         | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR |  | 5 |  |
| Federal Reporting Assistance<br>(Deliverable 8, Project Years 1 - 6)<br>§ A.11.   | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR |  | 6 |  |

RFP ATTACHMENT 6.3 (continued)

|  |         |         |         |         |         |         |  |   |  |
|--|---------|---------|---------|---------|---------|---------|--|---|--|
| PROPOSER LEGAL ENTITY NAME:  |         |         |         |         |         |         |  |   |  |
| Formative Evaluation Reports<br>(Deliverable 6, Project Years 1 - 6)<br>§ A.9.   | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR |  | 6 |  |
| Collaboration with GEAR UP TN's Online<br>Data Management System Vendor<br>(Deliverable 12, Project Years 1 - 6)<br>§ A.15.  | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR |  | 6 |  |
| Data Collection and Analysis<br>(Deliverable 13, Project Years 1 - 6)<br>§ A.16.a. and c.  | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR |  | 6 |  |
| Stakeholder Meetings in Nashville, TN<br>(Deliverable 14, Project Years 1 - 6)<br>§ A.17.  | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR |  | 6 |  |
| Monthly Conference Calls<br>(Deliverable 15, Project Years 1 - 6)<br>§ A.18.   | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR |  | 6 |  |
| Collaboration with ACT and the National<br>Evaluation Consortium During the Three<br>Phases of Development<br>(Deliverable 16, Project Years 1 - 6)<br>§ A.19.               | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR | \$ / YR |  | 6 |  |
| Final Summative Evaluation Report Detailing<br>the Degree to which GEAR UP TN was<br>Successful in Achieving Intended Outcomes<br>(Deliverable 7, Project Year 6)<br>§ A.10. |         |         |         |         |         | \$ / YR |  | 1 |  |



RFP ATTACHMENT 6.3 (continued)

|   |   |  |  |  |  |  |         |  |   |  |
|---|---|--|--|--|--|--|---------|--|---|--|
| PROPOSER LEGAL ENTITY NAME:   |   |  |  |  |  |  |         |  |   |  |
| Data Transfer and Grant Close<br>(Deliverable 17, Project Year 6)<br>§ A.20.  |   |  |  |  |  |  | \$ / YR |  | 1 |  |
|   | TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):<br>The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations. |  |  |  |  |  |         |  |   |  |
| <div><div>lowest evaluation cost amount from <u>all</u> proposals</div><div>evaluation cost amount being evaluated</div></div> <div><div>x 40</div><div>(maximum possible score)</div></div> <div><div>=</div><div>SCORE:</div></div> |   |  |  |  |  |  |         |  |   |  |
|   | State Use – RFP Coordinator Signature, Printed Name & Date:<br><br>Marcie Mills, RFP Coordinator<br>Date  |  |  |  |  |  |         |  |   |  |

#### RFP ATTACHMENT 6.4.

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##### REFERENCE QUESTIONNAIRE

**The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.**

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

**RFP # 33201-02914 PROPOSAL REFERENCE QUESTIONNAIRE**

**REFERENCE SUBJECT:** PROPOSER NAME (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

|                        |  |
|------------------------|--|
| <b>NAME:</b>           |  |
| <b>TITLE:</b>          |  |
| <b>TELEPHONE #</b>     |  |
| <b>E-MAIL ADDRESS:</b> |  |

(3) **What services does /did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?**

Please respond by circling the appropriate number on the scale below.

Please respond by circling the appropriate number on the scale below.

|                 |          |          |          |          |          |                |
|-----------------|----------|----------|----------|----------|----------|----------------|
|                 | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |                |
| least satisfied |          |          |          |          |          | most satisfied |

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

*Please respond by circling the appropriate number on the scale below.*

|                 |          |          |          |          |          |                |
|-----------------|----------|----------|----------|----------|----------|----------------|
|                 | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |                |
| least satisfied |          |          |          |          |          | most satisfied |

What, if any, comments do you have regarding the score selected above?

- (11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

*Please respond by circling the appropriate number on the scale below.*

|                 |          |          |          |          |          |                |
|-----------------|----------|----------|----------|----------|----------|----------------|
|                 | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |                |
| least satisfied |          |          |          |          |          | most satisfied |

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar services?

*Please respond by circling the appropriate number on the scale below.*

|                 |          |          |          |          |          |                |
|-----------------|----------|----------|----------|----------|----------|----------------|
|                 | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |                |
| least satisfied |          |          |          |          |          | most satisfied |

What, if any, comments do you have regarding the score selected above?

**REFERENCE SIGNATURE:**

(by the individual completing this  
request for reference information)

---

(must be the same as the signature across the envelope seal)

**DATE:**

**PROPOSAL SCORE SUMMARY MATRIX**

|   |                      |  |                      |  |                      |  |
|---|----------------------|--|----------------------|--|----------------------|--|
|   | <i>PROPOSER NAME</i> |  | <i>PROPOSER NAME</i> |  | <i>PROPOSER NAME</i> |  |
| <b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b><br>(maximum: 20)                     |                      |  |                      |  |                      |  |
| <i>EVALUATOR NAME</i>   |                      |  |                      |  |                      |  |
| <i>EVALUATOR NAME</i>   |                      |  |                      |  |                      |  |
| <i>REPEAT AS NECESSARY</i>  |                      |  |                      |  |                      |  |
|   | <b>AVERAGE:</b>      |  | <b>AVERAGE:</b>      |  | <b>AVERAGE:</b>      |  |
| <b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b><br>(maximum: 40)         |                      |  |                      |  |                      |  |
| <i>EVALUATOR NAME</i>   |                      |  |                      |  |                      |  |
| <i>EVALUATOR NAME</i>   |                      |  |                      |  |                      |  |
| <i>REPEAT AS NECESSARY</i>  |                      |  |                      |  |                      |  |
|   | <b>AVERAGE:</b>      |  | <b>AVERAGE:</b>      |  | <b>AVERAGE:</b>      |  |
| <b>COST PROPOSAL</b><br>(maximum: 40)   | <b>SCORE:</b>        |  | <b>SCORE:</b>        |  | <b>SCORE:</b>        |  |
| <b>TOTAL PROPOSAL EVALUATION SCORE:</b><br>(maximum: 100)                           |                      |  |                      |  |                      |  |
| <i>RFP Coordinator Signature, Printed Name &amp; Date:</i>                          |                      |  |                      |  |                      |  |
| <div> <div><i>Marcie Mills, RFP Coordinator</i></div> <div><i>DATE</i></div> </div> |                      |  |                      |  |                      |  |

**RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE**

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**RFP #33201-02914 *PRO FORMA* FEE-FOR-SERVICE CONTRACT TEMPLATE WITH AN INDIVIDUAL, BUSINESS, OR NON-PROFIT, OR A GOVERNMENT ENTITY OF ANOTHER STATE OR COUNTRY.**

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

### CONTRACT BETWEEN THE STATE OF TENNESSEE, TENNESSEE HIGHER EDUCATION COMMISSION AND **CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, **Tennessee Higher Education Commission (THEC)**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor" or "External Evaluator," is for the provision of a **GEAR UP TN External Evaluator**, as further defined in the "SCOPE OF SERVICES."

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID: **Number**

#### **A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Introduction. The Tennessee Higher Education Commission (THEC) was awarded funds through the U.S. Department of Education (USDOE) for a seven-year program to increase significantly the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) TN provides college access and success focused services to a cohort of approximately 7,500 students, the class of 2018, beginning in the seventh grade and continuing through the cohort's first year of postsecondary education. GEAR UP TN will also provide financial aid and college access services to approximately 5,000 direct-service high school senior students each year. GEAR UP TN direct-service site (hereafter referred to as the "Collaborative") selection will take place through a competitive subcontract proposal process.

#### GEAR UP TN Goals:

- Increase the academic performance and preparation for postsecondary education for GEAR UP students.
- Increase the rate of high school graduation and enrollment in postsecondary education for GEAR UP students.
- Increase GEAR UP students' and their families' knowledge of postsecondary education options, preparation, and financing.

#### GEAR UP TN Objectives:

- Increase student academic achievement and course completion.
- Increase student performance on college entrance exams.
- Increase student high school graduation.
- Increase student postsecondary participation and success.
- Increase student and family educational expectations.



## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

- Increase student and family knowledge of and access to financial assistance for postsecondary education.
- Increase parent and community engagement in activities associated with student preparation for college.
- Increase educator content-area knowledge and understanding of postsecondary access and success.

A.3. External Evaluation Overview. THEC is required to hire an external evaluator to assess and provide evidence of GEAR UP TN's performance accomplishing the program's proposed (measurable) objectives, listed above.

The external evaluator shall be responsible for:

- A.3.a. Designing and implementing the project's evaluation methodology;
- A.3.b. Revising GEAR UP TN's goals, objectives, and performance measures in collaboration with grant personnel;
- A.3.c. Selecting carefully matched non-GEAR UP TN systems for comparison evaluation;
- A.3.d. Collecting baseline data on comparison and Collaborative systems;
- A.3.e. Revising performance measures after baseline data is collected;
- A.3.f. Providing annual formative evaluation reports;
- A.3.g. Providing a final summative report at the end of the project;
- A.3.h. Providing assistance in meeting federally mandated reporting requirements and in completing federal Annual Performance Reports as required by the U.S. Department of Education and the Final Performance Report at the conclusion of the grant;
- A.3.i. Designing, piloting, and administering annual cohort student, parent, and teacher surveys;
- A.3.j. Designing, piloting, and administering a statewide longitudinal survey;
- A.3.k. Conducting annual stakeholder and student focus groups;
- A.3.l. Conducting project staff and school personnel structured interviews;
- A.3.m. Collaborating with GEAR UP TN's online data management system vendor;
- A.3.n. Collecting and analyzing high-quality, reliable data;
- A.3.o. Hosting an annual face-to-face stakeholder meeting in Nashville, Tennessee;
- A.3.p. Participating in monthly conference calls;
- A.3.q. Collaborating with ACT and the National College and Career Readiness Evaluation Consortium; and
- A.3.r. Providing THEC copies of all data and analysis upon grant close.

## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

- A.4. Deliverable 1 - Evaluation Framework. The successful external evaluator will formalize, revise as necessary, and implement the evaluation of GEAR UP TN. The external evaluator must make any necessary modifications to the research design, methodology, and analysis as appropriate.

In addition to the project's goals, objectives, and performance measures, the evaluation framework must be established in accordance with the four evaluation strategies, listed below:

- A.4.a. Quasi-experimental design: GEAR UP TN uses carefully matched comparison groups to approximate a true experimental study. The successful external evaluator will select non-GEAR UP TN schools based on similar socioeconomic and demographic factors. Careful selection of GEAR UP Collaboratives (direct-service sites) and comparison groups allows for comprehensive evaluation of program impact on academic and non-academic factors. GEAR UP Collaborative selection takes place through a competitive subcontract proposal. This process ensures identification of similar, high-need, schools to serve as the comparison group. The GEAR UP TN evaluator will also consider factors such as school policies, resources, and budget to ensure extraneous factors do not influence the adequacy of schools as comparison sites.
- A.4.b. Improvements in GEAR UP TN project sites since the beginning of the project: The external evaluator, in collaboration with project personnel, will collect GEAR UP TN and non-GEAR UP TN comparison school baseline data in Year 1. Pertinent data for collection includes, but is not limited to: high school graduation, college-going rates, cohort average daily attendance, cohort standardized test scores, and other available student and school-level academic information that adheres to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99) guidelines. Including baseline data in the evaluation design helps control for differences due to selection effects (e.g., pre-existing disparities between the GEAR UP TN and comparison groups). Baseline measures also allow for more comprehensive evaluation of GEAR UP TN impact at the end of the grant project. Specifically, the difference from baseline through the intervention and post-intervention phases provide evidence of the value-added benefits of the grant.
- A.4.c. Changes in GEAR UP TN project sites relative to statewide performance: For certain outcomes of interest (e.g. dropout rate, high school graduation, college-going rate, ACT performance, etc...), the external evaluator will compare changes in project Collaborative schools relative to changes in statewide outcomes such as state standards and performance averages. Changes among GEAR UP TN cohort students may also be compared to subgroups within statewide data, such as students with low socioeconomic background
- A.4.d. National Evaluation and Embedded Research: Tennessee entered into a partnership with fifteen other state projects to form the GEAR UP College and Career Readiness Evaluation Consortium ("Consortium" or CCREC). The external evaluator will collaborate with the Consortium to strengthen the national evaluation capacity of GEAR UP through inter-state collaboration, data sharing, and research, and participate in associated bi-annual national meetings of the Consortium member states and external evaluators.

Central to this effort is the Consortium's partnership with ACT, Inc. and the multi-state implementation of ACT's College and Career Readiness Standards. Through a three-phase, multi-year engagement with leaders and researchers of ACT and other national experts, the Consortium gains evidence-based knowledge of participating GEAR UP students and schools across states, depicted according to both achievement and growth.

The Consortium plans to stage development and work as follows:

## **RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE**

Phase I - Systemic Planning (FY 2011-12), retention of a management consultant; establishment of goals, objectives, measures, and the execution of data-sharing agreements;

Phase II – Research and Evaluation Framework (FY 2012-13), identification of available data through state collection efforts and ACT’s repository of assessment data; and

Phase III – Implementation (FY 2013-18), formative and summative evaluation, research studies, and national initiatives, made possible by strong and expanded partnerships and external support. The external evaluator will collaborate with ACT and the Consortium members during the three stages of development. The external evaluator will collaborate to develop common measures of analysis, identify common and available data, and share Tennessee’s evaluation results along the shared metrics with ACT and Consortium members.

As a member of the Consortium, Tennessee commits, at minimum, to: (1) Administer the EXPLORE to all 8th grade GEAR UP students; (2) Administer the PLAN to all 10th grade GEAR UP students; (3) Administer the ACT to all 11th grade GEAR UP students; (4) Share the results of the EXPLORE, PLAN, and ACT assessments, the 4-year cohort high school graduation-rate of GEAR UP students, and postsecondary enrollment data as verified through the National Student Clearinghouse; (5) Share the professional services costs associated with a consortium consultant and costs for data systems housing and maintenance; (6) Benefit equally from the in-kind costs associated with research and evaluation services of ACT, Inc., and other providers of external evaluation services; and (7) Share results from common survey questions in grant years two, four, and six, indicating GEAR UP students’ and families’ knowledge of postsecondary education options, preparation, and financing.

The Consortium’s draft research questions include:

### **ACT LED RESEARCH AND EVALUATION**

#### **GEAR UP Students’ Academic Progress Relative to a Comparison Group**

- (1) What is the relationship of GEAR UP students’ academic progress, as measured by EPAS (EXPLORE, PLAN, and ACT), relative to non-GEAR UP students of similar demographic characteristics:
  - i. ... academic progress, as measured by postsecondary enrollment;
  - ii. ... academic progress, as measured by persistence into the second year in postsecondary education; and
  - iii. ... academic progress, as measured by postsecondary graduation.  
(NOTE: Only to be measured with additional funding)
- (2) What are the relationships of GEAR UP students’ academic progress, as measured by EPAS (EXPLORE, PLAN, and ACT), relative to non-GEAR UP students of select demographic characteristics (e.g., gender, race/ethnicity, urban/rural):
  - i. ... academic progress, as measured by postsecondary enrollment;
  - ii. ... academic progress, as measured by persistence into the second year in postsecondary education; and

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- iii. ... academic progress, as measured by postsecondary graduation.  
(NOTE: Only to be additional funding measured with)

### CCREC LED RESEARCH AND EVALUATION

#### GEAR UP activities and academic achievement

- (3) What is the relationship of the level of involvement in GEAR UP activities (low, medium, high) relative to academic achievement, as measured by:
  - i. EPAS (EXPLORE, PLAN, and ACT);
  - ii. being on track to graduate high school;
  - iii. FAFSA completion;
  - iiii. high school graduation;
  - iv. postsecondary enrollment;
  - v. persistence in postsecondary education; and
  - vi. postsecondary graduation? (NOTE: Only to be measured with additional funding)
- (4) What are the relationships of specific GEAR UP activities (e.g., tutoring, mentoring, college visits, parent involvement, financial aid workshops) relative to academic achievement as measured by:
  - i. EPAS (EXPLORE, PLAN, and ACT);
  - ii. being on track to graduate high school;
  - iii. FAFSA completion;
  - iiii. high school graduation;
  - iv. postsecondary enrollment;
  - v. persistence in postsecondary education; and
  - vi. postsecondary graduation? (NOTE: Only to be measured with additional funding)

### ACT AND CCREC LED LONGITUDINAL RESEARCH AND EVALUATION

- (5) What is the relationship of participation in GEAR UP and academic progress as measured by EPAS (EXPLORE, PLAN, and ACT)?

Members, over time, may agree upon other commitments.

- Completion deadline: Project Year 1 (July 22, 2014)

- A.5. Deliverable 2 - Goals, Objectives, and Performance Measures. The external evaluator will refer to GEAR UP TN's goals, objectives, and performance measures (detailed in the table, below) to assess the degree to which the project achieved its intended outcomes. The external evaluator will assist key grant personnel as needed in revising the project's measurable performance measures in accordance with project goals and objectives in project Year 1. This deadline provides adequate time for the external evaluator to collect additional baseline data on any new or revised performance measures.

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| Goal 1: Increase the academic performance and preparation for postsecondary education for GEAR UP students         |   |                      |  |
|--|---|----------------------|--|
| Objectives   |   | Performance Measures |  |
| 1  | Increase student academic achievement and course completion | 1.1                  | 65% of GEAR UP cohort students will pass Pre-algebra by the end of the 8th grade **  |
|  |   | 1.2                  | 65% of GEAR UP cohort students will pass Algebra I by the end of the 9th grade **  |
|  |   | 1.3                  | 80% of GEAR UP cohort students will take two years of mathematics beyond Algebra 1 by the 12th grade **  |
|  |   | 1.4                  | GEAR UP cohort students will have knowledge of, and demonstrate, necessary academic preparation for college (85% of GEAR UP cohort students will be on track for graduation at the end of each grade, 100% of GEAR UP cohort students will complete the PLAN or PSAT by the end of the 10th grade, 100% of GEAR UP cohort students will complete the SAT or ACT by the end of the 11th grade, 75% of GEAR UP cohort students will have an unweighted grade point average (GPA) of at least 3.0 on a 4-point scale by the end of the 11th grade) ** |
|  |   | 1.5                  | Increase the percentage of GEAR UP cohort students enrolled in Advanced Placement, International Baccalaureate, Dual Enrollment, or Dual Credit courses by 5% annually   |
| 2  | Increase student performance on college entrance exams      | 2.1                  | GEAR UP cohort students will meet at least one college and career readiness benchmark on the EPAS assessments in English, reading, mathematics and science: 50% will meet at least one benchmark on the 8th grade EXPLORE; 60% will meet at least one benchmark on the 10th grade PLAN; and 75% will meet at least one benchmark on the 11th / 12th grade ACT  |
|  |   | 2.2                  | 40% of GEAR UP cohort students will score a 21 or above and 65% will score a 19 or above on the ACT in the 11th and 12th grade   |
| Goal 2: Increase the rate of high school graduation and enrollment in postsecondary education for GEAR UP students |   |                      |  |
| 3  | Increase student high school graduation                     | 3.1                  | GEAR UP high schools will have a graduation rate (four-year longitudinal cohort method) that is 10% higher than non-GEAR UP comparison schools **  |
|  |   | 3.2                  | 95% of GEAR UP cohort students in grades 7-9 and 85% of GEAR UP cohort students in grades 10-12 will be promoted on time to successive grade levels annually   |
|  |   | 3.3                  | Maintain 90% average daily attendance for GEAR UP cohort students in grades 7-9 and 85% average daily attendance for GEAR UP students in grades 10-12  |

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|   |  |     |   |
|---|--|-----|---|
| 4   | Increase student postsecondary participation and success   | 4.1 | 65% of GEAR UP cohort students will enroll in college **  |
|   |  | 4.2 | Of cohort students enrolled in college, 50% of GEAR UP students will place into college-level Math and English without need for remediation **  |
|   |  | 4.3 | 80% of GEAR UP cohort students who are enrolled in college will be on track to graduate college (determined by students who complete 24 hours of coursework within one year and return the following fall) **   |
| Goal 3: Increase GEAR UP students' and families' knowledge of postsecondary education opinions, preparation and financing |  |     |   |
| 5   | Increase student and family educational expectations   | 5.1 | 95% of GEAR UP cohort students will expect to obtain education beyond high school (certificate or greater) by their senior year   |
|   |  | 5.2 | 80% of parents of GEAR UP cohort students will expect their children to obtain education beyond high school (certificate or greater) by their senior year   |
|   |  | 5.3 | 100% of GEAR UP cohort students will have an account on CollegeforTN.org  |
| 6   | Increase student and family knowledge of and access to financial assistance for post-secondary education | 6.1 | Increase the percentage of cohort students and parents of GEAR UP cohort students who demonstrate knowledge of available financial aid and the costs and benefits of pursuing postsecondary education (90% of cohort students will complete a FAFSA; also measured by annual survey questions) ** |
|   |  | 6.2 | 100% of GEAR UP middle school teachers will be trained by SMART Tennessee's financial literacy initiative   |
| 7   | Increase parent and community engagement in activities associated with student preparation for college   | 7.1 | Increase the percentage of parents of GEAR UP cohort students who actively engage in activities associated with assisting students in their academic preparation for college by 2% annually (measured by participation in college visits, workshops, teacher communication and advising) **       |
| 8   | Increase educator content-area knowledge and understanding of postsecondary access and success           | 8.1 | 90% of teachers and administrators of GEAR UP cohort students will participate in grant-sponsored professional development by year six  |

*\*\* Indicates Tennessee's interpretation of the 10 performance measures identified by the U.S. Department of Education*

- Completion deadline: Project Year 1 (July 22, 2014)

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- A.6. Deliverable 3 - Carefully Matched Comparison Schools. The successful external evaluator will select non-GEAR UP TN schools based on similar socioeconomic and demographic factors to serve as comparison systems for carefully matched comparative evaluation. THEC will select GEAR UP Collaboratives in grant year one through a competitive application process. This provides a group of unsuccessful applicants and identification of similar, high-need, schools to serve as the comparison group; evaluators may select the comparison group from the unsuccessful applicant pool. The GEAR UP TN evaluation team must also consider additional factors such as school policies, resources, and budget to ensure extraneous factors do not influence the adequacy of schools as comparison sites.
- Completion deadline: Project Year 1 (July 22, 2014)
- A.7. Deliverable 4 - Baseline Data Collection. The successful external evaluator will collaborate with key grant personnel to collect GEAR UP TN and comparison school baseline data. Including baseline data in the evaluation design helps control for differences due to selection effects (e.g., pre-existing disparities between the GEAR UP and comparison groups). Pertinent data for collection may include but is not limited to the following metrics: high school graduation and college-going rates, cohort average daily attendance, cohort standardized test scores, and additional student- and school-level academic information that adhere to FERPA guidelines. Additional baseline data must be collected at the student- or school-level as appropriate for each performance measure included in the project evaluation design. Performance measures are listed under Deliverable 2
- Completion deadline: Project Year 1 (July 22, 2014)
- A.8. Deliverable 5 - Performance Measure Targets and Outcome Goals. As a result of the baseline data collected in grant year one, the external evaluator will collaborate with key grant personnel to establish or revise annual targets and final outcome goals as appropriate and necessary for each performance measure listed above (Deliverable 2) any new performance measures developed.
- Completion deadline: Project Year 1 (July 22, 2014)
- A.9. Deliverable 6 - Annual Formative Evaluation Reports. The successful external evaluator is required to provide annual formative evaluation reports on March 15<sup>th</sup> in years 2-7. These reports must assess the project's impact from two perspectives: 1) statewide; and, 2) each GEAR UP TN Collaboratives (direct-service site). The external evaluator is expected to produce one evaluation report for statewide project in addition to separate reports for GEAR UP TN Collaborative site. Each report must include, at a minimum: a) description of evaluation methods and limitations of the study; b) summary of project data; c) discussion and analysis of the extent to which GEAR UP TN is meeting established goals, objectives, and performance measures; d) discussion of the policy environment; e) recommendations for project improvement. The external evaluator will also ensure that GEAR UP TN can address all grantee requirements relative to the external evaluation presented by the U.S. Department of Education during the grant period. The external evaluator, in lieu of a formal formative evaluation report prior to March 15<sup>th</sup>, 2014, will complete a outlining the context of the GEAR UP TN schools and comparison systems relative to state performance while providing an overview of the implementation design to-date.
- A.9.a. The external evaluator will provide two (2) electronic copies and two (2) printed copies of the annual report to THEC's Office of P-16 Initiatives on March 15<sup>th</sup> or at least thirty (30) days prior to the date the U.S. Department of Education's mandated Annual Performance Report (APR) for grantees is due. Printed copies must be received, not post marked, at least thirty (30) days prior to the date the report is due to the U.S. Department of Education.

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- Completion deadline: Annual. March 15th or at least thirty (30) days prior to the date the APR is due to the U.S. Department of Education.

Project Years 1 – 6 (2014 - 2019)

A.9.b. The external evaluator will provide the data and a codebook (including descriptive statistics, value labels, variable names, definitions, distributions, and missing values) that is to be included in the annual formative report directly to THEC's Office of P-16 Initiatives' Associate Executive Director and Research and Planning Analyst each year thirty (30) days before the federally mandated Annual Performance Report (APR) is due to the U.S. Department of Education on April 15th. Data and the codebook must be provided through the secure File Transfer Protocol (see 16f).

- Completion Deadline: Annual. March 15<sup>th</sup> or at least thirty (30) days prior to federally mandated APR deadline

Project Years 1-6 (2014 - 2019)

A.9.c. The external evaluator will make evaluation results available in a timely manner to key stakeholders including but not limited to: project staff, LEAs, educators, the funding agency, the National GEAR UP Evaluation College and Career Readiness Consortium, ACT, state policymakers, National Council for Community and Education Partnerships, postsecondary institutions, and project partners.

- Completion deadline: NA

A.9.d. THEC and the State of Tennessee reserves the right to reproduce, distribute and retain any and all data, graphics, narrative and materials provided within the annual reports.

- Completion deadline: NA

A.9.e. As a component of the annual formative report, the external evaluator will provide a one-page summary report (front and back) that presents the most recent data for participants of GEAR UP TN. The external evaluator is expected to produce one summary sheet for the statewide project in addition to summary sheets for each GEAR UP TN Collaborative and participating schools. The four sections of this report will pertain to 1) demographic characteristics; 2) program service participation; 3) survey results; and academic achievement, 3) standardized test; and 4) student outcomes data. Each of the four sections must include graphs or charts and a brief narrative description of the graphic. The purpose of this document is to provide key stakeholders with a handout that offers an overview of project data and student outcomes in a visual, easy to interpret manner. This document should be in color. This should be included and delivered with the annual formative report.

- Completion deadline: Annual, March 15th or at least thirty (30) days prior to the date the annual report is due to the U.S. Department of Education

Project Years 1-6 (2014-2019)

A.9.f. The external evaluator must include a narrative description of any graph, chart, or table included in the annual formative report.

- Completion deadline: Please refer to items 9.a. – 9.b.



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A.9.g. The external evaluator must draw upon the evaluation (research) questions outlined in the GEAR UP TN proposal to guide the annual evaluation reports. Evaluation questions address project implementation and intended outcomes and must be answered in the evaluation process. The questions below may be revised in collaboration with key grant personnel no later than forty-five (45) days following contract execution.

- Completion deadline: Please refer to items 9.a. – 9.b.

| Formative |   | Summative   |
|-----------|---|---|
| 1         | To what extent are project goals, objectives, and performance measures being achieved?  | To what extent were project goals, objectives, and performance measures achieved?   |
| 2         | To what extent is GEAR UP TN affecting student academic achievement?  | To what extent did GEAR UP TN affect student academic achievement?  |
| 3         | To what extent is GEAR UP TN affecting student performance on standardized tests?   | To what extent did GEAR UP TN affect student performance on standardized tests?   |
| 4         | To what extent is GEAR UP TN affecting student postsecondary enrollment and completion?   | To what extent did GEAR UP TN affect student postsecondary enrollment and completion?   |
| 5         | To what extent are challenges and successes that emerge during project implementation being resolved?                                   | To what extent were challenges and successes that emerged during project implementation resolved?                                     |
| 6         | How do stakeholders perceive the quality and efficacy of project activities, interventions and outcomes?                                | How did stakeholders perceive the quality and efficacy of project activities, interventions, and outcomes?                            |
| 7         | To what extent is GEAR UP TN impacting student and parent knowledge and understanding of postsecondary opportunities and financial aid? | To what extent did GEAR UP TN impact student and parent knowledge and understanding of postsecondary opportunities and financial aid? |
| 8         | To what extent is GEAR UP TN creating systemic change in participating schools?   | To what extent did GEAR UP TN create systemic change in participating schools?  |
| 9         | Is there evidence elements of the project may be sustained beyond the grant project?  | Were elements of the project sustained beyond the grant?  |

A.10. Deliverable 7 - Final Summative Evaluation Report. At the conclusion of the project, the external evaluator must provide a summative evaluation report, due no later than ninety (90) days following grant conclusion, detailing the degree to which GEAR UP TN was successful in achieving the project's intended outcomes. The summative evaluation report must assess the project's impact from two perspectives: 1.) statewide; and, 2.) GEAR UP TN Collaboratives (direct-service sites). This report must include: a.) description of evaluation methods, including limitations of the study; b.) summary of project data, including student and project outcome data; c.) discussion and analysis of the extent to which GEAR UP TN achieved established goals, objectives, and performance measures; d.) analysis of the statewide longitudinal survey findings;

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e) discussion of the policy environment's impact on the project; f.) recommendations for project sustainability and enhancement.

A.10.a. The external evaluator will provide two (2) electronic copies and two (2) printed copies of the draft final summative report for review and approval by THEC's Office of P-16 Initiatives' Assistant Director of College Access Initiatives at least two weeks prior to the due date. Printed copies must be received, not post marked at this time.

- Completion deadline: Seventy-five (75) days following grant conclusion

Project Year 6 (July 22, 2019)

A.10.b. The external evaluator will provide the data and a codebook (including descriptive statistics) required for the final performance report to THEC's Office of P-16 Initiatives' Assistant Director of College Access Initiatives at least forty-five (45) days following grant conclusion and no later than forty-five (45) days prior to the date the Final Performance Report (FPR) is due to the U.S. Department of Education

- Completion deadline: At least forty-five (45) days following grant conclusion and no later than forty-five (45) days prior to the date the FPR is due to the U.S. Department of Education

Project Year 6 (75 days following July 22, 2019)

A.10.c. The summative evaluation report must draw upon the project's guiding evaluation questions, listed above, which are intended to be answered during the evaluation process. The external evaluator will provide a copy of the summative evaluation report to THEC's Office of P-16 Initiatives' Assistant Director of College Access Initiatives on or before ninety (90) days following grant conclusion. The external evaluator will provide THEC with three (3) printed hard copies and an electronic copy.

- Completion deadline: Ninety (90) days following grant conclusion

Project Year 6 (July 22, 2019)

A.11. Deliverable 8 - Reporting. The successful external evaluator must provide assistance in completing the federal Annual Performance Report (APR) as required by the U.S. Department of Education and the Final Performance Report (FPR) at the conclusion of the grant. The evaluator will collaborate with THEC staff and GEAR UP TN's data management vendor to obtain necessary data and complete pertinent APR sections. The external evaluator must analyze GEAR UP TN project performance measures (benchmarks) to describe with data, the progress towards meeting project goals and objectives necessary for the completion of the chart located in Section II Question 7 of the APR listing objectives, activities, results and actions. The external evaluator, in collaboration with THEC staff, must review and assist if needed, in the completion of pertinent data and evaluation components of the APR which will include sections IV, V, and VI related to GEAR UP student demographic information, outcomes data, and survey administration. These sections are produced from data stored in the GEAR UP TN data system; the external evaluator must communicate as needed with the GEAR UP TN data system provider to ensure accurate and complete reporting. The external evaluator is expected to provide all information for Section VI: survey data, including pertinent narrative information describing evaluation design, data sources and collection process, the project's progress towards meeting goals and objectives, evidence of impact and sustainability, etc. A copy of the U.S. DEPARTMENT OF EDUCATION Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) Annual Performance Report for Partnership and State Projects report is available at: <http://www2.ed.gov/programs/gearup/gearup-apr2012.pdf>.

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The Annual Performance Report is due annually on April 15<sup>th</sup> to the U.S. Department of Education and the Final Performance Report is due ninety (90) days after conclusion of the project in project year six. Similar information will be requested in completion of the Final Performance Report upon conclusion of the grant.

A.11.a. Requested materials will be provided to THEC's Office of P-16 Initiatives' Assistant Director of College Access Initiatives as needed in support of federal reporting requirements. Materials requested must be provided no later than fifteen (15) days prior to the federally mandated Annual Performance Report deadline of April 15 each year. Narrative information may be requested twenty (20) days prior to the APR due date.

- Completion deadline: April 1st; Fifteen (15) days prior to mandated APR deadline and twenty (20) days prior for narrative information

Project Years 1 - 6 (2014-2019)

A.11.b. In addition to supporting grant personnel in fulfilling federal reporting requirements, the evaluation team must ensure analysis of results and findings, as well as summary data from major data collection efforts, are made available to Collaboratives and key project stakeholders in a timely manner. Grant project staff use the evaluation team's ongoing feedback not only to complete annual federal reports, but also to present quarterly reports to the project Advisory Board, and inform key project stakeholders of grant progress.

- Completion deadline: NA

Project Years 1-6 (July 22, 2014-2019)

A.12. Deliverable 9 – Bi-annual USDOE required GEAR UP TN Cohort, Parent, and Teacher Surveys. The successful external evaluator will design and administer bi-annual surveys, of cohort students, parents, and school personnel. The first survey administration will take place in the 2013-2014 academic year and will occur every other year thereafter. In total, there will be three survey administrations. Survey questions must be psychometrically sound and provide all USDOE required student and parent survey data for the Annual Performance Report, such as information on educational expectations, knowledge of postsecondary and financial aid opportunities, and perceptions of the GEAR UP TN program. Surveys will also include a needs assessment, which ensure project services remain aligned with participant needs. Surveys must be administered to students, parents, and school personnel no later than December 1st each year, due back no later than February 1<sup>st</sup>, with results analyzed and provided to THEC's Office of P-16 Initiatives' Associate Executive Director and Research and Planning Analyst no later than March 15th each year. The external evaluator must do his/her due diligence to meet the U.S. Department of Education's required return rates. Adequate response rates are as follows: student survey 80 percent; parent survey 50 percent. The external evaluator will also ensure that GEAR UP TN can address all grantee survey requirements presented by the U.S. Department of Education during the grant period.

Through Tennessee's membership in the College and Career Readiness Evaluation Consortium (CCREC) ACT has proposed designing a longitudinal, non-cognitive survey for member state's cohort students. The ACT survey would include USDOE required survey questions for cohort students that are needed for the APR. In the instance this moves forward, the ACT designed longitudinal survey would replace the bi-annual student survey detailed above, and the external evaluator would design Tennessee specific survey questions to be included on the survey, oversee administration of the ACT survey, and analyze the results.

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- Completion deadline: Bi-annual; Surveys administered by December 1st, Results finalized and provided by March 15th.

Project Years 1, 3, 5, (2013-14; 2015-16; 2016-17)

- A.13. Deliverable 10 - Stakeholder and Student Focus Groups. The successful external evaluator will design and conduct focus groups with cohort students, parents, and stakeholders to provide information on stakeholder perceptions of program efficacy. The external evaluator will provide the data to THEC, in electronic and paper form, and assist in providing a summary of results as needed for mandated annual performance reports as required by the U.S. Department of Education.

- Completion deadline: Bi-annual; focus groups completed by January 1st; results analyzed by March 15th; in year 1 deadline is July 22nd.

Years 1 (2013-14), 3 (2015-16), and 5 (2017-18)

- A.14. Deliverable 11 - Grant Staff and School Personnel Structured Interviews The external evaluator designs interview questions and conducts structured interviews with grant staff and participating school-system staff. Interview questions provide information on program implementation, challenges, and successes. The external evaluator will provide the data to THEC, in electronic and paper form, and assist in providing a summary of results as needed for mandated annual performance reports as required by the U.S. Department of Education.

- Completion deadline: Interviews completed by February 1st; results analyzed by March 15th;

Years 1 (2013-14), 3(2015-16), 5 (2017-18),

- A.15. Deliverable 12 - Collaboration with GEAR UP TN's Online Data Management System Vendor. The successful external evaluator will collaborate with GEAR UP TN's web-based data management system to import primary source data files and access student demographic and service participation data. The data management system allows grant staff to input, access, and track program participant demographic, program service participation, and academic information. The system stores, integrates, retrieves, and maintains data for students, parents, and educators receiving grant services. The system is comprehensive in that it includes components for each phase of program evaluation from initial data collection to federal reporting and statistical analysis.

- Completion deadline: Project Years 1 – 6 (July 22, 2014-2019)

- A.16. Deliverable 13 - Data Collection and Analysis. The successful external evaluator will collaborate with key grant personnel to collect and analyze high quality, reliable qualitative and quantitative data to provide comprehensive evidence on the degree to which GEAR UP TN is achieving its stated goals, objectives, and performance measures. In addition to the sources of qualitative data stated above, the following are required data sources:

- A.16.a. Student-level demographic and academic information resides in state databases, including a THEC managed Student Information System. THEC holds a contract with the National Student Clearinghouse to provide postsecondary enrollment and persistence data. The external evaluator will collaborate with key project staff to obtain and analyze the necessary student-level academic and postsecondary outcomes data.

- Completion deadline: Years 1-6 (July 22, 2014-2019)

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A.16.b. The external evaluator will collaborate with key grant staff to collect and analyze standardized test data for GEAR UP TN cohort students. GEAR UP TN uses ACT's Educational Planning and Assessment System results and ACT's college readiness benchmarks to measure student academic proficiency. GEAR UP TN cohort students take the EXPLORE, PLAN, and ACT in grades 8, 10, and 11/12, respectively. ACT's ENGAGE inventory supplements EPAS by identifying students at-risk through measures of psychosocial indicators: motivation, social engagement and self-regulation to assess student behavior, attitude, motivation, and belief in their academic success.

- Completion deadline: Project Years 1 (July 22, 2013-2014), 3 (July 22, 2015-2016), 4 July 22, 2016-2017), and 5 (July 22, 2017-2018)

A.16.c. The external evaluator may also analyze GEAR UP TN cohort student performance on the Tennessee Comprehensive Assessment Program (TCAP) Achievement Test, administered each spring to assess whether students met or exceeded state standards and established GEAR UP TN performance measures. This test may be replaced with an end of course assessment.

- Completion deadline: Annual Project Years 1 – 6 (July 22, 2014-2019)

A.16.d. PARCC assessments also measure high school student college and career readiness. The successful external evaluator may analyze cohort students' PARCC assessment scores upon test implementation. Tennessee is a member of the Partnership for the Assessment of Readiness for College and Careers (PARCC) and serves as a governing state for this initiative. PARCC is a consortium of 25 states working together to develop a common set of K-12 assessments in English and math, anchored in the knowledge and skills young people need for success in college and the workforce. The state plans to begin PARCC assessment administration in the 2014-15 school year, when the GEAR UP TN cohort students enter their sophomore year. In preparation for statewide implementation and to ensure GEAR UP TN high schools are well equipped, GEAR UP TN plans to conduct early preparation and implementation of the PARCC assessments in direct-service high schools.

- Completion deadline: Project Years 2 – 6 (June 22, 2015-2019)

A.16.e. The external evaluator will collaborate with key grant staff to effectively incorporate data from the Statewide Longitudinal Data System (SLDS) upon its completion (scheduled for 2014). The Tennessee SLDS collects and links P-20 data across state agencies and significantly increases teacher, school, and district-level use of near real-time student data. The P-20 information system presents educators means of looking at student outcomes across levels of education and into the workforce.

- Completion deadline: 2014, or upon SLDS completion

Project Years 2 – 6 (June 22, 2015-2019)

A.16.f. The external evaluator will create or provide a File Transfer Protocol (FTP) for the secure exchange and transmittal of sensitive data files and information between the external evaluation agency and THEC; the external evaluation agency and GEAR UP TN Collaboratives; and the external evaluation agency and the online data management vendor, within ninety (90) days of contract execution.

- Completion deadline: Ninety (90) days after contract execution

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- A.17. Deliverable 14 - Stakeholder Meetings. To foster collaboration, increased understanding, and the practical application of evaluation results for program improvement, the successful external evaluator must host annual face-to-face meetings in Nashville, Tennessee with THEC, GEAR UP TN Collaborative staff, and key stakeholders. Meetings will require presentation of evaluation findings to the GEAR UP TN Advisory Board and/or the Commission and key stakeholders.

- Completion deadline: Annual; spring or summer each year.

Project Years 1 – 6 (2014 - 2019)

- A.18. Deliverable 15 - Monthly Conference Calls. The external evaluator must participate in monthly conference calls with project staff to facilitate communication and provide data and evaluation updates. THEC will provide a conference pin number and will facilitate the monthly calls with Collaborative grant and central office staff.

- Completion deadline: Monthly

Project Years 1 – 6 (2014 - 2019)

- A.19. Deliverable 16 - Collaborate with ACT and National College and Career Readiness Evaluation Consortium. The successful external evaluator will collaborate with ACT, fifteen (15) other state GEAR UP projects, and the GEAR UP College and Career Readiness Evaluation Consortium (hereafter, the 'Consortium' or CCREC) to conduct embedded research. Operating as a learning network, the Consortium seeks to strengthen the evaluation capacity of GEAR UP through inter-state collaboration, data-sharing, and research. Members of the Consortium participate in a process to define, measure, and report on the value-added impact of GEAR UP on student aspirations, academic growth, and college readiness and success.

As a member of the Consortium, Tennessee commits at minimum, to: 1) Administer the EXPLORE to all 8th grade GEAR UP students; 2) Administer the PLAN to all 10th grade GEAR UP students; 3) Administer the ACT to all 11th grade GEAR UP students; 4) Share the results of the EXPLORE, PLAN, and ACT assessments, the 4-year cohort high school graduation-rate of GEAR UP students, and postsecondary enrollment data as verified through the National Student Clearinghouse; 5) Share results from common survey questions in grant years two, four, and six, indicating GEAR UP students' and families' knowledge of postsecondary education options, preparation, and financing; 6) Share the professional services costs associated with a consortium consultant and costs for data systems housing and maintenance; and 7) Benefit equally from the in-kind costs associated with research and evaluation services of ACT, Inc., and other providers of external evaluation services.

The Consortium plans to stage development and work as follows: Phase I - Systemic Planning (FY 2011-12), retention of a management consultant; establishment of goals, objectives, measures, and the execution of data-sharing agreements; Phase II – Research and Evaluation Framework (FY 2012-13), identification of available data through state collection efforts and ACT's repository of assessment data; and Phase III – Implementation (FY 2013-18), formative and summative evaluation, research studies, and national initiatives, made possible by strong and expanded partnerships and external support.

The external evaluator will participate with ACT and the Consortium members during these stages of development. The external evaluator will collaborate to develop common measures of analysis, identify common and available data, participate in the design of the national evaluation, and share Tennessee's evaluation results along the shared metrics with ACT and Consortium members. Collaboration with the Consortium will include participation in and travel to three national meetings per year among member states and state evaluators held in conjunction with the National Council for Community and Education Partnerships (NCCEP) National Conference

## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

and Capacity Building Conferences in addition to a third evaluators' meeting. NCCEP is the professional organization for the GEAR UP community (<http://www.edpartnerships.org/>).

A.19.a. The Consortium's draft research questions include:

### ACT LED RESEARCH AND EVALUATION

#### GEAR UP students' academic progress relative to a comparison group

- (1) What is the relationship of GU students' academic progress, as measured by EPAS, relative to non-GU students of similar demographic characteristics:
  - i. ... academic progress, as measured by being on track to graduate high school ...;
  - ii. ... academic progress, as measured by high school graduation ...;
  - iii. ... academic progress, as measured by need for remediation at the college level...;
  - iv. ... academic progress, as measured by persistence in postsecondary education ...; and
  - v. ... academic progress, as measured by postsecondary graduation.
- (2) What are the relationships of the academic progress, as measured by EPAS, of GU students of select demographic characteristics (e.g. gender, race/ethnicity, urban/rural) relative to non-GU students of similar demographic characteristics:
  - i. ... academic progress, as measured by being on track to graduate high school ...;
  - ii. ... academic progress, as measured by high school graduation ...;
  - iii. ... academic progress, as measured by need for remediation at the college level...;
  - iv. ... academic progress, as measured by persistence in postsecondary education ...; and
  - v. ... academic progress, as measured by postsecondary graduation.

### CCREC LED RESEARCH AND EVALUATION

#### GEAR UP activities and academic achievement

- (3) What is the relationship of the level of involvement in GU activities (low, medium, high) relative to academic achievement, as measured by:
  - i. EPAS;
  - ii. being on track to graduate high school;
  - iii. high school graduation;
  - iv. need for remediation at the college level;
  - v. persistence in postsecondary education; and
  - vi. graduation from postsecondary institution.
- (4) What are the relationships of specific GU activities (e.g. tutoring, mentoring, college visits, parent involvement, FAFSA completion, financial aid workshops) relative to academic achievement as measured by:
  - i. EPAS;
  - ii. being on track to graduate high school;
  - iii. high school graduation;
  - iv. need for remediation at the college level;
  - v. persistence in postsecondary education; and
  - vi. graduation from postsecondary institution;

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- (5) What is the relationship of participation in GU and academic growth as measured by EPAS?

- Completion deadline: Project Years 1 – 6 (2013-2019)

A.20. Deliverable 17 - Data Transfer and Grant Close. Within 90 days of grant conclusion, the successful external evaluator must provide the Tennessee Higher Education Commission with copies of all data and materials collected during the life of the grant. The external evaluator will provide THEC's Office of P-16 Initiatives' Assistant Director of College Access Initiatives with raw data in addition to copies of all data analyses, findings, reports, presentations, and research studies. The external evaluator must provide a complete data set with a full codebook that incorporates all data collected over the course of the project. The codebook should include variable names, value labels, definitions, basic descriptive statistics and distributions, and missing values. The external evaluator must create or provide a secure File Transfer Protocol (FTP) to exchange data files, not already established. All documents must be provided electronically; THEC may request additional copies in printed form. Information produced under this scope of services may not be reproduced or published without permission from THEC. A statement may be requested verifying that data will be destroyed at the conclusion of the grant.

- Completion deadline: Ninety (90) days of grant conclusion

Project Year 6 (July 22, 2019)

A.21. Continued Cooperation. The Contractor shall cooperate with THEC related to these contract activities for a period of up to three years from the close of the project. This may include, but not be limited to, requests for information, participation in interviews, providing project documents and information; as well as records or documents.

### B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning September 6, 2013 and ending on July 22, 2019. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)**. The payment rates in Section C.3 and the Travel Compensation provided in Section C.4. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.



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- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

| Service Description   | Amount<br>(per compensable<br>increment) |
|---|--|
| <b>Project Year 1<br/>09/06/2013 – 07/22/2014</b>   |  |
| Establish and Implement Evaluation Framework<br>Deliverable 1, Project Year 1<br>§ A.4.   | \$ / Year                                |
| Goals, Objectives, and Performance Measure Revision<br>Deliverable 2, Project Year 1<br>§ A.5.  | \$ / Year                                |
| Selection of non-GEAR UP Comparison Schools<br>Deliverable 3, Project Year 1<br>§ A.6.  | \$ / Year                                |
| Baseline Data Collection on GEAR UP TN Direct Service Schools<br>Deliverable 4, Project Year 1<br>§ A.7.  | \$ / Year                                |
| Performance Measure Target Revision<br>Deliverable 5, Project Year 1<br>§ A.8.  | \$ / Year                                |
| Provision of File Transfer Protocol (FTP) for the Secure<br>Exchange of Data<br>Deliverable 13, Project Year 1, 90-days after Contract Execution<br>§ A.16.f.   | \$ / Year                                |
| Design and Administration of Bi-Annual USDOE Required GEAR<br>UP Student and Parent Surveys as well as School Personnel<br>Surveys<br>Deliverable 9, Project Year 1<br>§ A.12.<br>(Also noted in Project Years 3 and 5) | \$ / Year                                |
| Stakeholder and Student Focus Groups<br>Deliverable 10, Years 1<br>§ A.13.<br>(Also noted in Project Years 3 and 5)   | \$ / Year                                |

**RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE**

|  |           |
|--|-----------|
| Grant Staff and School Personnel Structured Interviews<br>Deliverable 11, Year 1<br>§ A.14.<br>(Also noted in Project Years 3 and 5)   | \$ / Year |
| Data Analysis, ACT's Educational Planning and Assessment System (EPAS)<br>Deliverable 13, Project Year 1<br>§ A.16. b.<br>(Also noted in 3, 4, and 5)  | \$ / Year |
| Federal Reporting Assistance<br>Deliverable 8, Project Year 1<br>§ A.11.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)  | \$ / Year |
| Formative Evaluation Reports<br>Deliverable 6, Project Year 1<br>§ A.9.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)   | \$ / Year |
| Collaboration with GEAR UP TN's Online Data Management System Vendor<br>Deliverable 12, Project Year 1<br>§ A.15.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)                                 | \$ / Year |
| Data Collection and Analysis<br>Deliverable 13, Project Year 1<br>§ A.16.a. and c.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)  | \$ / Year |
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 1<br>§ A.17.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)  | \$ / Year |
| Monthly Conference Calls<br>Deliverable 15, Project Year 1<br>§ A.18.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)   | \$ / Year |
| Collaboration with ACT and the National Evaluation Consortium During the Three Phases of Development<br>Deliverable 16, Project Year 1<br>§ A.19.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6) | \$ / Year |
| <b>Project Year 2<br/>07/23/2014 – 07/22/2015</b>  |           |
| Data Analysis, PARCC Assessments<br>Project Year 2<br>§ A.16. d.<br>(Also Noted in Project Years 3, 4, 5, and 6)   | \$ / Year |

**RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE**

|  |           |
|--|-----------|
| Data Analysis, Statewide Longitudinal Data System (SLDS)<br>Project Year 2<br>§ A.16. e.<br>(Also Noted in 3, 4, 5, and 6)   | \$ / Year |
| Federal Reporting Assistance<br>Deliverable 8, Project Year 2<br>§ A.11.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)  | \$ / Year |
| Formative Evaluation Reports<br>Deliverable 6, Project Year 2<br>§ A.9.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)   | \$ / Year |
| Collaboration with GEAR UP TN's Online Data Management<br>System Vendor<br>Deliverable 12, Project Year 2<br>§ A.15.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)  | \$ / Year |
| Data Collection and Analysis<br>Deliverable 13, Project Year 2<br>§ A.16.a. and c.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)  | \$ / Year |
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 2<br>§ A.17.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)  | \$ / Year |
| Monthly Conference Calls<br>Deliverable 15, Project Year 2<br>§ A.18.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)   | \$ / Year |
| Collaboration with ACT and the National Evaluation Consortium<br>During the Three Phases of Development<br>Deliverable 16, Project Year 2<br>§ A.19.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)                  | \$ / Year |
| <b>Project Year 3<br/>07/23/2015 – 07/22/2016</b>  |           |
| Design and Administration of Bi-Annual USDOE Required GEAR<br>UP Student and Parent Surveys as well as School Personnel<br>Surveys<br>Deliverable 9, Project Years 3<br>§ A.12.<br>(Also noted in Project Years 1 and 5) | \$ / Year |
| Stakeholder and Student Focus Groups<br>Deliverable 10, Project Year 3<br>§ A.13.<br>(Also noted in Project Years 1 and 5)   | \$ / Year |

## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

|  |           |
|--|-----------|
| Grant Staff and School Personnel Structured Interviews<br>Deliverable 11, Year 3<br>§ A.14.<br>(Also noted in Project Years 1 and 5)                                 | \$ / Year |
| Data Analysis, ACT's Educational Planning and Assessment System (EPAS)<br>Deliverable 13, Project Year 3<br>§ A.16. b.<br>(Also noted in Project Years 1, 4, and 5)  | \$ / Year |
| Data Analysis, PARCC Assessments<br>Project Year 3<br>§ A.16. d.<br>(Also Noted in Project Years 2, 4, 5, and 6)   | \$ / Year |
| Data Analysis, Statewide Longitudinal Data System (SLDS)<br>Project Year 3<br>§ A.16. e.<br>(Also Noted in 2, 4, 5, and 6)   | \$ / Year |
| Federal Reporting Assistance<br>Deliverable 8, Project Year 3<br>§ A.11.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6)  | \$ / Year |
| Formative Evaluation Reports<br>Deliverable 6, Project Year 3<br>§ A.9.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6)   | \$ / Year |
| Collaboration with GEAR UP TN's Online Data Management System Vendor<br>Deliverable 12, Project Year 3<br>§ A.15.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6) | \$ / Year |
| Data Collection and Analysis<br>Deliverable 13, Project Year 3<br>§ A.16.a. and c.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6)                                | \$ / Year |
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 3<br>§ A.17.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6)                                | \$ / Year |
| Monthly Conference Calls<br>Deliverable 15, Project Year 3<br>§ A.18.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6)   | \$ / Year |

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|   |           |
|---|-----------|
| Collaboration with ACT and the National Evaluation Consortium<br>During the Three Phases of Development<br>Deliverable 16, Project Year 3<br>§ A.19.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6) | \$ / Year |
| <b>Project Year 4</b><br><b>07/23/2016 – 07/22/2017</b>   |           |
| Data Analysis, ACT's Educational Planning and Assessment System (EPAS)<br>Deliverable 13, Project Year 4<br>§ A.16. b.<br>(Also noted in Project Years 1, 3, and 5)                                     | \$ / Year |
| Data Analysis, PARCC Assessments<br>Project Year 4<br>§ A.16. d.<br>(Also Noted in Project Years 2, 3, 5, and 6)  | \$ / Year |
| Data Analysis, Statewide Longitudinal Data System (SLDS)<br>Project Year 4<br>§ A.16. e.<br>(Also Noted in Project Years 2, 3, 5, and 6)  | \$ / Year |
| Federal Reporting Assistance<br>Deliverable 8, Project Year 4<br>§ A.11.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)   | \$ / Year |
| Formative Evaluation Reports<br>Deliverable 6, Project Year 4<br>§ A.9.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)  | \$ / Year |
| Collaboration with GEAR UP TN's Online Data Management System Vendor<br>Deliverable 12, Project Year 4<br>§ A.15.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)                                    | \$ / Year |
| Data Collection and Analysis<br>Deliverable 13, Project Year 4<br>§ A.16.a. and c.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)   | \$ / Year |
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 4<br>§ A.17.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)   | \$ / Year |
| Monthly Conference Calls<br>Deliverable 15, Project Year 4<br>§ A.18.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)  | \$ / Year |

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|   |                  |
|---|------------------|
| <p>Collaboration with ACT and the National Evaluation Consortium During the Three Phases of Development<br/> Deliverable 16, Project Year 4<br/> § A.19.<br/> (Also Noted in Project Years 1, 2, 3, 5, and 6)</p>               | <p>\$ / Year</p> |
| <p align="center"><b>Project Year 5</b><br/> <b>07/23/2017 – 07/22/2018</b></p>   |                  |
| <p>Design and Administration of Bi-Annual USDOE Required GEAR UP Student and Parent Surveys as well as School Personnel Surveys<br/> Deliverable 9, Project Years 5<br/> § A.12.<br/> (Also noted in Project Years 1 and 3)</p> | <p>\$ / Year</p> |
| <p>Stakeholder and Student Focus Groups<br/> Deliverable 10, Years 5<br/> § A.13.<br/> (Also noted in Project Years 1 and 3)</p>  | <p>\$ / Year</p> |
| <p>Grant Staff and School Personnel Structured Interviews<br/> Deliverable 11, Year 5<br/> § A.14.<br/> (Also noted in Project Years 1 and 3)</p>   |                  |
| <p>Data Analysis, ACT's Educational Planning and Assessment System (EPAS)<br/> (Deliverable 13, Project Years 5<br/> § A.16. b.<br/> (Also noted in Project Years 1, 3, and 4)</p>  | <p>\$ / Year</p> |
| <p>Data Analysis, PARCC Assessments<br/> Project Year 5<br/> § A.16. d.<br/> (Also Noted in Project Years 2, 3, 4, and 6)</p>   | <p>\$ / Year</p> |
| <p>Data Analysis, Statewide Longitudinal Data System (SLDS)<br/> Project Year 5<br/> § A.16. e.<br/> (Also Noted in 2, 3, 4, and 6)</p>   | <p>\$ / Year</p> |
| <p>Formative Evaluation Reports<br/> Deliverable 6, Project Year 5<br/> § A.9.<br/> (Also Noted in Project Years 2, 3, 4, and 6)</p>  | <p>\$ / Year</p> |
| <p>Collaboration with GEAR UP TN's Online Data Management System Vendor<br/> Deliverable 12, Project Year 5<br/> § A.15.<br/> (Also Noted in Project Years 2, 3, 4, and 6)</p>  | <p>\$ / Year</p> |
| <p>Data Collection and Analysis<br/> Deliverable 13, Project Year 5<br/> § A.16.a. and c.<br/> (Also Noted in Project Years 2, 3, 4, and 6)</p>   | <p>\$ / Year</p> |

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|   |           |
|---|-----------|
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 5<br>§ A.17.<br>(Also Noted in Project Years 1, 2, 3, 4, and 6)   | \$ / Year |
| Monthly Conference Calls<br>Deliverable 15, Project Year 5<br>§ A.18.<br>(Also Noted in Project Years 1, 2, 3, 4, and 6)  | \$ / Year |
| Collaboration with ACT and the National Evaluation Consortium<br>During the Three Phases of Development<br>Deliverable 16, Project Year 5<br>§ A.19.<br>(Also Noted in Project Years 1, 2, 3, 4, and 6) | \$ / Year |
| <b>Project Year 6<br/>07/23/2018 – 07/22/2019</b>   |           |
| Data Analysis, PARCC Assessments<br>Project Year 6<br>§ A.16. d.<br>(Also Noted in Project Years 2, 3, 4, and 5)  | \$ / Year |
| Data Analysis, Statewide Longitudinal Data System (SLDS)<br>Project Year 6<br>§ A.16. e.<br>(Also Noted in 2, 3, 4, and 5)  | \$ / Year |
| Federal Reporting Assistance<br>Deliverable 8, Project Year 6<br>§ A.11.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)   | \$ / Year |
| Formative Evaluation Reports<br>Deliverable 6, Project Year 6<br>§ A.9.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)  | \$ / Year |
| Collaboration with GEAR UP TN's Online Data Management<br>System Vendor<br>Deliverable 12, Project Year 6<br>§ A.15.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)                                 | \$ / Year |
| Data Collection and Analysis<br>Deliverable 13, Project Year 6<br>§ A.16.a. and c.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)   | \$ / Year |
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 6<br>§ A.17.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)   | \$ / Year |

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|   |           |
|---|-----------|
| Monthly Conference Calls<br>Deliverable 15, Project Year 6<br>§ A.18.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)  | \$ / Year |
| Collaboration with ACT and the National Evaluation Consortium<br>During the Three Phases of Development<br>Deliverable 16, Project Year 6<br>§ A.19.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5) | \$ / Year |
| Final Summative Evaluation Report Detailing the Degree to which<br>GEAR UP TN was Successful in Achieving Intended Outcomes<br>Deliverable 7, Project Year 6<br>§ A.10.                                 | \$ / Year |
| Data Transfer and Grant Close<br>Deliverable 17, Project Year 6<br>§ A.20.  | \$ / Year |

- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Higher Education Commission  
GEAR UP TN  
Suite 1900, Parkway Towers  
404 James Robertson Parkway  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Tennessee Higher Education Commission, GEAR UP TN
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:



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- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
    - iv. Amount Due by Service
    - v. Total Amount Due for the invoice period
  - b. The Contractor understands and agrees that an invoice under this Contract shall:
    - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
    - (2) only be submitted for completed service and shall not include any charge for future work;
    - (3) not include sales tax or shipping charges; and
    - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not

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limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract,

## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*

## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

### E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Troy Grant, Director of College Access Challenge Grant  
Tennessee Higher Education Commission  
Suite 1900, Parkway Towers  
404 James Robertson Parkway  
Nashville, TN 37243  
Email: [Troy.Grant@tn.gov](mailto:Troy.Grant@tn.gov)  
Telephone Number: 615.532.0423  
FAX Number: 615.741.2630

All Refunds or other Monetary Returns:

Russ Deaton, Associate Executive Director, Fiscal Affairs  
Tennessee Higher Education Commission  
Suite 1900, Parkway Towers, 404 James Robertson Parkway  
Nashville, TN 37243  
[Russ.Deaton@tn.gov](mailto:Russ.Deaton@tn.gov)  
Telephone Number: 615.532.3860  
FAX Number: 615.741.6230

The Contractor:

**Contractor Contact Name & Title**  
**Contractor Name**  
**Address**  
**Email Address**  
Telephone Number:  
FAX Number:

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract.

## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.* shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103(d).
- E.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);

## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

- b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- d. any technical specifications provided to proposers during the procurement process to award this Contract;
- e. the Contractor's proposal seeking this Contract.

E.8. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.9. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorney's fees, caused by attempts to enforce such provisions.

E.10. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

- E.11. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
  - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.



## RFP ATTACHMENT 6.6.1. FEE-FOR-SERVICE (FA) CONTRACT TEMPLATE

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.12. The Contractor shall maintain membership in the American Evaluation Association (<http://www.eval.org/>) for the duration of this Contract. The Contractor shall provide proof of such membership by submitting a copy of the renewal payment documentation to the state contact person as noted in Section E.2. of this Contract.
- E.13. FERPA Compliance. The State and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the Authorization and Acknowledgement of Compliance document at Attachment B.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**TENNESSEE HIGHER EDUCATION COMMISSION:**

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**RICHARD G. RHODA, EXECUTIVE DIRECTOR**

**DATE**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

|   |  |
|---|--|
| <b>SUBJECT CONTRACT NUMBER:</b>   |  |
| <b>CONTRACTOR LEGAL ENTITY NAME:</b>  |  |
| <b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b><br>(or Social Security Number) |  |

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

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**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**

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**AUTHORIZATION AND ACKNOWLEDGEMENT OF COMPLIANCE**

**Whereas, State of Tennessee, Tennessee Higher Education Commission (THEC),** hereinafter referred to as the “**State**” has contracted with the **[Contractor Legal Entity Name]**, hereinafter referred to as the “**Contractor**” or “**External Evaluator,**” on **[DATE]** through **[DATE]** (**Agency Tracking 33201-02913**), for web hosting & software maintenance for Tennessee career exploration and college portfolio applications, and

**Whereas, The** above referenced contract may require the disclosure by the State to **[EXTERNAL EVALUATOR]** of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA), and

**Whereas, 34 C.F.R. 99.31(2),** authorizes an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services.

Therefore, the State and **[EXTERNAL EVALUATOR]** hereby agree as follows:

1. **[EXTERNAL EVALUATOR]** is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This student information may include: Name, email address, permanent address, phone numbers, county, date of birth, grade, and high school name. In the future the data may include career choice, plan of study, college choice, career cluster choice, career assessment results.
2. **[EXTERNAL EVALUATOR]** agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with the state.
3. **[EXTERNAL EVALUATOR]** agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

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CONTRACTOR, TITLE

---

DATE

**RFP ATTACHMENT 6.6.2. FEE-FOR-SERVICE (ED) CONTRACT TEMPLATE**

**RFP # 33201-02914 *PRO FORMA* CONTRACT FOR A FEE-FOR-SERVICE (ED) CONTRACT TEMPLATE FOR A UNIVERSITY OF TENNESSEE OR A BOARD OF REGENTS COLLEGE OR UNIVERSITY**

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

## RFP ATTACHMENT 6.6.2. FEE-FOR-SERVICE (ED) CONTRACT TEMPLATE

### CONTRACT BETWEEN THE STATE OF TENNESSEE, TENNESSEE HIGHER EDUCATION COMMISSION AND **CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, **Tennessee Higher Education Commission (THEC)**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor" or "External Evaluator," is for the provision of a **GEAR UP TN External Evaluator**, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID: **Number**

#### **A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Introduction. The Tennessee Higher Education Commission (THEC) was awarded funds through the U.S. Department of Education (USDOE) for a seven-year program to increase significantly the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) TN provides college access and success focused services to a cohort of approximately 7,500 students, the class of 2018, beginning in the seventh grade and continuing through the cohort's first year of postsecondary education. GEAR UP TN will also provide financial aid and college access services to approximately 5,000 direct-service high school senior students each year. GEAR UP TN direct-service site (hereafter referred to as the "Collaborative") selection will take place through a competitive subcontract proposal process.

#### GEAR UP TN Goals:

- Increase the academic performance and preparation for postsecondary education for GEAR UP students.
- Increase the rate of high school graduation and enrollment in postsecondary education for GEAR UP students.
- Increase GEAR UP students' and their families' knowledge of postsecondary education options, preparation, and financing.

#### GEAR UP TN Objectives:

- Increase student academic achievement and course completion.
- Increase student performance on college entrance exams.
- Increase student high school graduation.
- Increase student postsecondary participation and success.
- Increase student and family educational expectations.
- Increase student and family knowledge of and access to financial assistance for postsecondary education.

## RFP ATTACHMENT 6.6.2. FEE-FOR-SERVICE (ED) CONTRACT TEMPLATE

- Increase parent and community engagement in activities associated with student preparation for college.
- Increase educator content-area knowledge and understanding of postsecondary access and success.

A.3. External Evaluation Overview. THEC is required to hire an external evaluator to assess and provide evidence of GEAR UP TN's performance accomplishing the program's proposed (measurable) objectives, listed above.

The external evaluator shall be responsible for:

- A.3.a. Designing and implementing the project's evaluation methodology;
- A.3.b. Revising GEAR UP TN's goals, objectives, and performance measures in collaboration with grant personnel;
- A.3.c. Selecting carefully matched non-GEAR UP TN systems for comparison evaluation;
- A.3.d. Collecting baseline data on comparison and Collaborative systems;
- A.3.e. Revising performance measures after baseline data is collected;
- A.3.f. Providing annual formative evaluation reports;
- A.3.g. Providing a final summative report at the end of the project;
- A.3.h. Providing assistance in meeting federally mandated reporting requirements and in completing federal Annual Performance Reports as required by the U.S. Department of Education and the Final Performance Report at the conclusion of the grant;
- A.3.i. Designing, piloting, and administering annual cohort student, parent, and teacher surveys;
- A.3.j. Designing, piloting, and administering a statewide longitudinal survey;
- A.3.k. Conducting annual stakeholder and student focus groups;
- A.3.l. Conducting project staff and school personnel structured interviews;
- A.3.m. Collaborating with GEAR UP TN's online data management system vendor;
- A.3.n. Collecting and analyzing high-quality, reliable data;
- A.3.o. Hosting an annual face-to-face stakeholder meeting in Nashville, Tennessee;
- A.3.p. Participating in monthly conference calls;
- A.3.q. Collaborating with ACT and the National College and Career Readiness Evaluation Consortium; and
- A.3.r. Providing THEC copies of all data and analysis upon grant close.

## RFP ATTACHMENT 6.6.2. FEE-FOR-SERVICE (ED) CONTRACT TEMPLATE

- A.4. Deliverable 1 - Evaluation Framework. The successful external evaluator will formalize, revise as necessary, and implement the evaluation of GEAR UP TN. The external evaluator must make any necessary modifications to the research design, methodology, and analysis as appropriate.

In addition to the project's goals, objectives, and performance measures, the evaluation framework must be established in accordance with the four evaluation strategies, listed below:

- A.4.a. Quasi-experimental design: GEAR UP TN uses carefully matched comparison groups to approximate a true experimental study. The successful external evaluator will select non-GEAR UP TN schools based on similar socioeconomic and demographic factors. Careful selection of GEAR UP Collaboratives (direct-service sites) and comparison groups allows for comprehensive evaluation of program impact on academic and non-academic factors. GEAR UP Collaborative selection takes place through a competitive subcontract proposal. This process ensures identification of similar, high-need, schools to serve as the comparison group. The GEAR UP TN evaluator will also consider factors such as school policies, resources, and budget to ensure extraneous factors do not influence the adequacy of schools as comparison sites.
- A.4.b. Improvements in GEAR UP TN project sites since the beginning of the project: The external evaluator, in collaboration with project personnel, will collect GEAR UP TN and non-GEAR UP TN comparison school baseline data in Year 1. Pertinent data for collection includes, but is not limited to: high school graduation, college-going rates, cohort average daily attendance, cohort standardized test scores, and other available student and school-level academic information that adheres to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99) guidelines. Including baseline data in the evaluation design helps control for differences due to selection effects (e.g., pre-existing disparities between the GEAR UP TN and comparison groups). Baseline measures also allow for more comprehensive evaluation of GEAR UP TN impact at the end of the grant project. Specifically, the difference from baseline through the intervention and post-intervention phases provide evidence of the value-added benefits of the grant.
- A.4.c. Changes in GEAR UP TN project sites relative to statewide performance: For certain outcomes of interest (e.g. dropout rate, high school graduation, college-going rate, ACT performance, etc...), the external evaluator will compare changes in project Collaborative schools relative to changes in statewide outcomes such as state standards and performance averages. Changes among GEAR UP TN cohort students may also be compared to subgroups within statewide data, such as students with low socioeconomic background
- A.4.d. National Evaluation and Embedded Research: Tennessee entered into a partnership with fifteen other state projects to form the GEAR UP College and Career Readiness Evaluation Consortium ("Consortium" or CCREC). The external evaluator will collaborate with the Consortium to strengthen the national evaluation capacity of GEAR UP through inter-state collaboration, data sharing, and research, and participate in associated bi-annual national meetings of the Consortium member states and external evaluators.

Central to this effort is the Consortium's partnership with ACT, Inc. and the multi-state implementation of ACT's College and Career Readiness Standards. Through a three-phase, multi-year engagement with leaders and researchers of ACT and other national experts, the Consortium gains evidence-based knowledge of participating GEAR UP students and schools across states, depicted according to both achievement and growth.

The Consortium plans to stage development and work as follows:

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Phase I - Systemic Planning (FY 2011-12), retention of a management consultant; establishment of goals, objectives, measures, and the execution of data-sharing agreements;

Phase II – Research and Evaluation Framework (FY 2012-13), identification of available data through state collection efforts and ACT's repository of assessment data; and

Phase III – Implementation (FY 2013-18), formative and summative evaluation, research studies, and national initiatives, made possible by strong and expanded partnerships and external support. The external evaluator will collaborate with ACT and the Consortium members during the three stages of development. The external evaluator will collaborate to develop common measures of analysis, identify common and available data, and share Tennessee's evaluation results along the shared metrics with ACT and Consortium members.

As a member of the Consortium, Tennessee commits, at minimum, to: (1) Administer the EXPLORE to all 8th grade GEAR UP students; (2) Administer the PLAN to all 10th grade GEAR UP students; (3) Administer the ACT to all 11th grade GEAR UP students; (4) Share the results of the EXPLORE, PLAN, and ACT assessments, the 4-year cohort high school graduation-rate of GEAR UP students, and postsecondary enrollment data as verified through the National Student Clearinghouse; (5) Share the professional services costs associated with a consortium consultant and costs for data systems housing and maintenance; (6) Benefit equally from the in-kind costs associated with research and evaluation services of ACT, Inc., and other providers of external evaluation services; and (7) Share results from common survey questions in grant years two, four, and six, indicating GEAR UP students' and families' knowledge of postsecondary education options, preparation, and financing.

The Consortium's draft research questions include:

### ACT LED RESEARCH AND EVALUATION

#### GEAR UP Students' Academic Progress Relative to a Comparison Group

- (1) What is the relationship of GEAR UP students' academic progress, as measured by EPAS (EXPLORE, PLAN, and ACT), relative to non-GEAR UP students of similar demographic characteristics:
  - i. ... academic progress, as measured by postsecondary enrollment;
  - ii. ... academic progress, as measured by persistence into the second year in postsecondary education; and
  - iii. ... academic progress, as measured by postsecondary graduation.  
(NOTE: Only to be measured with additional funding)
- (2) What are the relationships of GEAR UP students' academic progress, as measured by EPAS (EXPLORE, PLAN, and ACT), relative to non-GEAR UP students of select demographic characteristics (e.g., gender, race/ethnicity, urban/rural):
  - i. ... academic progress, as measured by postsecondary enrollment;



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- ii. ... academic progress, as measured by persistence into the second year in postsecondary education; and
- iii. ... academic progress, as measured by postsecondary graduation.  
(NOTE: Only to be additional funding measured with)

### CCREC LED RESEARCH AND EVALUATION

#### GEAR UP activities and academic achievement

- (3) What is the relationship of the level of involvement in GEAR UP activities (low, medium, high) relative to academic achievement, as measured by:
  - i. EPAS (EXPLORE, PLAN, and ACT);
  - ii. being on track to graduate high school;
  - iii. FAFSA completion;
  - iiii. high school graduation;
  - iv. postsecondary enrollment;
  - v. persistence in postsecondary education; and
  - vi. postsecondary graduation? (NOTE: Only to be measured with additional funding)
- (4) What are the relationships of specific GEAR UP activities (e.g., tutoring, mentoring, college visits, parent involvement, financial aid workshops) relative to academic achievement as measured by:
  - i. EPAS (EXPLORE, PLAN, and ACT);
  - ii. being on track to graduate high school;
  - iii. FAFSA completion;
  - iiii. high school graduation;
  - iv. postsecondary enrollment;
  - v. persistence in postsecondary education; and
  - vi. postsecondary graduation? (NOTE: Only to be measured with additional funding)

### ACT AND CCREC LED LONGITUDINAL RESEARCH AND EVALUATION

- (5) What is the relationship of participation in GEAR UP and academic progress as measured by EPAS (EXPLORE, PLAN, and ACT)?

Members, over time, may agree upon other commitments.

- Completion deadline: Project Year 1 (July 22, 2014)

- A.5. Deliverable 2 - Goals, Objectives, and Performance Measures. The external evaluator will refer to GEAR UP TN's goals, objectives, and performance measures (detailed in the table, below) to assess the degree to which the project achieved its intended outcomes. The external evaluator will assist key grant personnel as needed in revising the project's measurable performance measures in accordance with project goals and objectives in project Year 1. This deadline provides adequate time for the external evaluator to collect additional baseline data on any new or revised performance measures.

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| Goal 1: Increase the academic performance and preparation for postsecondary education for GEAR UP students         |   |                      |  |
|--|---|----------------------|--|
| Objectives   |   | Performance Measures |  |
| 1  | Increase student academic achievement and course completion | 1.1                  | 65% of GEAR UP cohort students will pass Pre-algebra by the end of the 8th grade **  |
|  |   | 1.2                  | 65% of GEAR UP cohort students will pass Algebra I by the end of the 9th grade **  |
|  |   | 1.3                  | 80% of GEAR UP cohort students will take two years of mathematics beyond Algebra 1 by the 12th grade **  |
|  |   | 1.4                  | GEAR UP cohort students will have knowledge of, and demonstrate, necessary academic preparation for college (85% of GEAR UP cohort students will be on track for graduation at the end of each grade, 100% of GEAR UP cohort students will complete the PLAN or PSAT by the end of the 10th grade, 100% of GEAR UP cohort students will complete the SAT or ACT by the end of the 11th grade, 75% of GEAR UP cohort students will have an unweighted grade point average (GPA) of at least 3.0 on a 4-point scale by the end of the 11th grade) ** |
|  |   | 1.5                  | Increase the percentage of GEAR UP cohort students enrolled in Advanced Placement, International Baccalaureate, Dual Enrollment, or Dual Credit courses by 5% annually   |
| 2  | Increase student performance on college entrance exams      | 2.1                  | GEAR UP cohort students will meet at least one college and career readiness benchmark on the EPAS assessments in English, reading, mathematics and science: 50% will meet at least one benchmark on the 8th grade EXPLORE; 60% will meet at least one benchmark on the 10th grade PLAN; and 75% will meet at least one benchmark on the 11th / 12th grade ACT  |
|  |   | 2.2                  | 40% of GEAR UP cohort students will score a 21 or above and 65% will score a 19 or above on the ACT in the 11th and 12th grade   |
| Goal 2: Increase the rate of high school graduation and enrollment in postsecondary education for GEAR UP students |   |                      |  |
| 3  | Increase student high school graduation                     | 3.1                  | GEAR UP high schools will have a graduation rate (four-year longitudinal cohort method) that is 10% higher than non-GEAR UP comparison schools **  |
|  |   | 3.2                  | 95% of GEAR UP cohort students in grades 7-9 and 85% of GEAR UP cohort students in grades 10-12 will be promoted on time to successive grade levels annually   |
|  |   | 3.3                  | Maintain 90% average daily attendance for GEAR UP cohort students in grades 7-9 and 85% average daily attendance for GEAR UP students in grades 10-12  |

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|   |  |     |   |
|---|--|-----|---|
| 4   | Increase student postsecondary participation and success   | 4.1 | 65% of GEAR UP cohort students will enroll in college **  |
|   |  | 4.2 | Of cohort students enrolled in college, 50% of GEAR UP students will place into college-level Math and English without need for remediation **  |
|   |  | 4.3 | 80% of GEAR UP cohort students who are enrolled in college will be on track to graduate college (determined by students who complete 24 hours of coursework within one year and return the following fall) **   |
| Goal 3: Increase GEAR UP students' and families' knowledge of postsecondary education opinions, preparation and financing |  |     |   |
| 5   | Increase student and family educational expectations   | 5.1 | 95% of GEAR UP cohort students will expect to obtain education beyond high school (certificate or greater) by their senior year   |
|   |  | 5.2 | 80% of parents of GEAR UP cohort students will expect their children to obtain education beyond high school (certificate or greater) by their senior year   |
|   |  | 5.3 | 100% of GEAR UP cohort students will have an account on CollegeforTN.org  |
| 6   | Increase student and family knowledge of and access to financial assistance for post-secondary education | 6.1 | Increase the percentage of cohort students and parents of GEAR UP cohort students who demonstrate knowledge of available financial aid and the costs and benefits of pursuing postsecondary education (90% of cohort students will complete a FAFSA; also measured by annual survey questions) ** |
|   |  | 6.2 | 100% of GEAR UP middle school teachers will be trained by SMART Tennessee's financial literacy initiative   |
| 7   | Increase parent and community engagement in activities associated with student preparation for college   | 7.1 | Increase the percentage of parents of GEAR UP cohort students who actively engage in activities associated with assisting students in their academic preparation for college by 2% annually (measured by participation in college visits, workshops, teacher communication and advising) **       |
| 8   | Increase educator content-area knowledge and understanding of postsecondary access and success           | 8.1 | 90% of teachers and administrators of GEAR UP cohort students will participate in grant-sponsored professional development by year six  |

*\*\* Indicates Tennessee's interpretation of the 10 performance measures identified by the U.S. Department of Education*

- Completion deadline: Project Year 1 (July 22, 2014)

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- A.6. Deliverable 3 - Carefully Matched Comparison Schools. The successful external evaluator will select non-GEAR UP TN schools based on similar socioeconomic and demographic factors to serve as comparison systems for carefully matched comparative evaluation. THEC will select GEAR UP Collaboratives in grant year one through a competitive application process. This provides a group of unsuccessful applicants and identification of similar, high-need, schools to serve as the comparison group; evaluators may select the comparison group from the unsuccessful applicant pool. The GEAR UP TN evaluation team must also consider additional factors such as school policies, resources, and budget to ensure extraneous factors do not influence the adequacy of schools as comparison sites.
- Completion deadline: Project Year 1 (July 22, 2014)
- A.7. Deliverable 4 - Baseline Data Collection. The successful external evaluator will collaborate with key grant personnel to collect GEAR UP TN and comparison school baseline data. Including baseline data in the evaluation design helps control for differences due to selection effects (e.g., pre-existing disparities between the GEAR UP and comparison groups). Pertinent data for collection may include but is not limited to the following metrics: high school graduation and college-going rates, cohort average daily attendance, cohort standardized test scores, and additional student- and school-level academic information that adhere to FERPA guidelines. Additional baseline data must be collected at the student- or school-level as appropriate for each performance measure included in the project evaluation design. Performance measures are listed under Deliverable 2
- Completion deadline: Project Year 1 (July 22, 2014)
- A.8. Deliverable 5 - Performance Measure Targets and Outcome Goals. As a result of the baseline data collected in grant year one, the external evaluator will collaborate with key grant personnel to establish or revise annual targets and final outcome goals as appropriate and necessary for each performance measure listed above (Deliverable 2) any new performance measures developed.
- Completion deadline: Project Year 1 (July 22, 2014)
- A.9. Deliverable 6 - Annual Formative Evaluation Reports. The successful external evaluator is required to provide annual formative evaluation reports on March 15th in years 2-7. These reports must assess the project's impact from two perspectives: 1) statewide; and, 2) each GEAR UP TN Collaboratives (direct-service site). The external evaluator is expected to produce one evaluation report for statewide project in addition to separate reports for GEAR UP TN Collaborative site. Each report must include, at a minimum: a) description of evaluation methods and limitations of the study; b) summary of project data; c) discussion and analysis of the extent to which GEAR UP TN is meeting established goals, objectives, and performance measures; d) discussion of the policy environment; e) recommendations for project improvement. The external evaluator will also ensure that GEAR UP TN can address all grantee requirements relative to the external evaluation presented by the U.S. Department of Education during the grant period. The external evaluator, in lieu of a formal formative evaluation report prior to March 15<sup>th</sup>, 2014, will complete a outlining the context of the GEAR UP TN schools and comparison systems relative to state performance while providing an overview of the implementation design to-date.
- A.9.a. The external evaluator will provide two (2) electronic copies and two (2) printed copies of the annual report to THEC's Office of P-16 Initiatives on March 15<sup>th</sup> or at least thirty (30) days prior to the date the U.S. Department of Education's mandated Annual Performance Report (APR) for grantees is due. Printed copies must be received, not post marked, at least thirty (30) days prior to the date the report is due to the U.S. Department of Education.

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- Completion deadline: Annual. March 15th or at least thirty (30) days prior to the date the APR is due to the U.S. Department of Education.

Project Years 1 – 6 (2014 - 2019)

A.9.b. The external evaluator will provide the data and a codebook (including descriptive statistics, value labels, variable names, definitions, distributions, and missing values) that is to be included in the annual formative report directly to THEC's Office of P-16 Initiatives' Associate Executive Director and Research and Planning Analyst each year thirty (30) days before the federally mandated Annual Performance Report (APR) is due to the U.S. Department of Education on April 15th. Data and the codebook must be provided through the secure File Transfer Protocol (see 16f).

- Completion Deadline: Annual. March 15<sup>th</sup> or at least thirty (30) days prior to federally mandated APR deadline

Project Years 1-6 (2014 - 2019)

A.9.c. The external evaluator will make evaluation results available in a timely manner to key stakeholders including but not limited to: project staff, LEAs, educators, the funding agency, the National GEAR UP Evaluation College and Career Readiness Consortium, ACT, state policymakers, National Council for Community and Education Partnerships, postsecondary institutions, and project partners.

- Completion deadline: NA

A.9.d. THEC and the State of Tennessee reserves the right to reproduce, distribute and retain any and all data, graphics, narrative and materials provided within the annual reports.

- Completion deadline: NA

A.9.e. As a component of the annual formative report, the external evaluator will provide a one-page summary report (front and back) that presents the most recent data for participants of GEAR UP TN. The external evaluator is expected to produce one summary sheet for the statewide project in addition to summary sheets for each GEAR UP TN Collaborative and participating schools. The four sections of this report will pertain to 1) demographic characteristics; 2) program service participation; 3) survey results; and academic achievement, 3) standardized test; and 4) student outcomes data. Each of the four sections must include graphs or charts and a brief narrative description of the graphic. The purpose of this document is to provide key stakeholders with a handout that offers an overview of project data and student outcomes in a visual, easy to interpret manner. This document should be in color. This should be included and delivered with the annual formative report.

- Completion deadline: Annual, March 15th or at least thirty (30) days prior to the date the annual report is due to the U.S. Department of Education

Project Years 1-6 (2014-2019)

A.9.f. The external evaluator must include a narrative description of any graph, chart, or table included in the annual formative report.

- Completion deadline: Please refer to items 9.a. – 9.b.

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A.9.g. The external evaluator must draw upon the evaluation (research) questions outlined in the GEAR UP TN proposal to guide the annual evaluation reports. Evaluation questions address project implementation and intended outcomes and must be answered in the evaluation process. The questions below may be revised in collaboration with key grant personnel no later than forty-five (45) days following contract execution.

- Completion deadline: Please refer to items 9.a. – 9.b.

| Formative |   | Summative   |
|-----------|---|---|
| 1         | To what extent are project goals, objectives, and performance measures being achieved?  | To what extent were project goals, objectives, and performance measures achieved?   |
| 2         | To what extent is GEAR UP TN affecting student academic achievement?  | To what extent did GEAR UP TN affect student academic achievement?  |
| 3         | To what extent is GEAR UP TN affecting student performance on standardized tests?   | To what extent did GEAR UP TN affect student performance on standardize tests?  |
| 4         | To what extent is GEAR UP TN affecting student postsecondary enrollment and completion?   | To what extent did GEAR UP TN affect student postsecondary enrollment and completion?   |
| 5         | To what extent are challenges and successes that emerge during project implementation being resolved?                                   | To what extent were challenges and successes that emerged during project implementation resolved?                                     |
| 6         | How do stakeholders perceive the quality and efficacy of project activities, interventions and outcomes?                                | How did stakeholders perceive the quality and efficacy of project activities, interventions, and outcomes?                            |
| 7         | To what extent is GEAR UP TN impacting student and parent knowledge and understanding of postsecondary opportunities and financial aid? | To what extent did GEAR UP TN impact student and parent knowledge and understanding of postsecondary opportunities and financial aid? |
| 8         | To what extent is GEAR UP TN creating systemic change in participating schools?   | To what extent did GEAR UP TN create systemic change in participating schools?  |
| 9         | Is there evidence elements of the project may be sustained beyond the grant project?  | Were elements of the project sustained beyond the grant?  |

A.10. Deliverable 7 - Final Summative Evaluation Report. At the conclusion of the project, the external evaluator must provide a summative evaluation report, due no later than ninety (90) days following grant conclusion, detailing the degree to which GEAR UP TN was successful in achieving the project's intended outcomes. The summative evaluation report must assess the project's impact from two perspectives: 1.) statewide; and, 2.) GEAR UP TN Collaboratives (direct-service sites). This report must include: a.) description of evaluation methods, including limitations of the study; b.) summary of project data, including student and project outcome data;

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c.) discussion and analysis of the extent to which GEAR UP TN achieved established goals, objectives, and performance measures; d.) analysis of the statewide longitudinal survey findings; e) discussion of the policy environment's impact on the project; f.) recommendations for project sustainability and enhancement.

A.10.a. The external evaluator will provide two (2) electronic copies and two (2) printed copies of the draft final summative report for review and approval by THEC's Office of P-16 Initiatives' Assistant Director of College Access Initiatives at least two weeks prior to the due date. Printed copies must be received, not post marked at this time.

- Completion deadline: Seventy-five (75) days following grant conclusion

Project Year 6 (July 22, 2019)

A.10.b. The external evaluator will provide the data and a codebook (including descriptive statistics) required for the final performance report to THEC's Office of P-16 Initiatives' Assistant Director of College Access Initiatives at least forty-five (45) days following grant conclusion and no later than forty-five (45) days prior to the date the Final Performance Report (FPR) is due to the U.S. Department of Education

- Completion deadline: At least forty-five (45) days following grant conclusion and no later than forty-five (45) days prior to the date the FPR is due to the U.S. Department of Education

Project Year 6 (75 days following July 22, 2019)

A.10.c. The summative evaluation report must draw upon the project's guiding evaluation questions, listed above, which are intended to be answered during the evaluation process. The external evaluator will provide a copy of the summative evaluation report to THEC's Office of P-16 Initiatives' Assistant Director of College Access Initiatives on or before ninety (90) days following grant conclusion. The external evaluator will provide THEC with three (3) printed hard copies and an electronic copy.

- Completion deadline: Ninety (90) days following grant conclusion

Project Year 6 (July 22, 2019)

A.11. Deliverable 8 - Reporting. The successful external evaluator must provide assistance in completing the federal Annual Performance Report (APR) as required by the U.S. Department of Education and the Final Performance Report (FPR) at the conclusion of the grant. The evaluator will collaborate with THEC staff and GEAR UP TN's data management vendor to obtain necessary data and complete pertinent APR sections. The external evaluator must analyze GEAR UP TN project performance measures (benchmarks) to describe with data, the progress towards meeting project goals and objectives necessary for the completion of the chart located in Section II Question 7 of the APR listing objectives, activities, results and actions. The external evaluator, in collaboration with THEC staff, must review and assist if needed, in the completion of pertinent data and evaluation components of the APR which will include sections IV, V, and VI related to GEAR UP student demographic information, outcomes data, and survey administration. These sections are produced from data stored in the GEAR UP TN data system; the external evaluator must communicate as needed with the GEAR UP TN data system provider to ensure accurate and complete reporting. The external evaluator is expected to provide all information for Section VI: survey data, including pertinent narrative information describing evaluation design, data sources and collection process, the project's progress towards meeting goals and

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objectives, evidence of impact and sustainability, etc. A copy of the U.S. DEPARTMENT OF EDUCATION Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) Annual Performance Report for Partnership and State Projects report is available at: <http://www2.ed.gov/programs/gearup/gearup-apr2012.pdf>.

The Annual Performance Report is due annually on April 15<sup>th</sup> to the U.S. Department of Education and the Final Performance Report is due ninety (90) days after conclusion of the project in project year six. Similar information will be requested in completion of the Final Performance Report upon conclusion of the grant.

A.11.a. Requested materials will be provided to THEC's Office of P-16 Initiatives' Assistant Director of College Access Initiatives as needed in support of federal reporting requirements. Materials requested must be provided no later than fifteen (15) days prior to the federally mandated Annual Performance Report deadline of April 15 each year. Narrative information may be requested twenty (20) days prior to the APR due date.

- Completion deadline: April 1st; Fifteen (15) days prior to mandated APR deadline and twenty (20) days prior for narrative information

Project Years 1 - 6 (2014-2019)

A.11.b. In addition to supporting grant personnel in fulfilling federal reporting requirements, the evaluation team must ensure analysis of results and findings, as well as summary data from major data collection efforts, are made available to Collaboratives and key project stakeholders in a timely manner. Grant project staff use the evaluation team's ongoing feedback not only to complete annual federal reports, but also to present quarterly reports to the project Advisory Board, and inform key project stakeholders of grant progress.

- Completion deadline: NA

Project Years 1-6 (July 22, 2014-2019)

A.12. Deliverable 9 – Bi-annual USDOE required GEAR UP TN Cohort, Parent, and Teacher Surveys. The successful external evaluator will design and administer bi-annual surveys, of cohort students, parents, and school personnel. The first survey administration will take place in the 2013-2014 academic year and will occur every other year thereafter. In total, there will be three survey administrations. Survey questions must be psychometrically sound and provide all USDOE required student and parent survey data for the Annual Performance Report, such as information on educational expectations, knowledge of postsecondary and financial aid opportunities, and perceptions of the GEAR UP TN program. Surveys will also include a needs assessment, which ensure project services remain aligned with participant needs. Surveys must be administered to students, parents, and school personnel no later than December 1st each year, due back no later than February 1<sup>st</sup>, with results analyzed and provided to THEC's Office of P-16 Initiatives' Associate Executive Director and Research and Planning Analyst no later than March 15th each year. The external evaluator must do his/her due diligence to meet the U.S. Department of Education's required return rates. Adequate response rates are as follows: student survey 80 percent; parent survey 50 percent. The external evaluator will also ensure that GEAR UP TN can address all grantee survey requirements presented by the U.S. Department of Education during the grant period.

Through Tennessee's membership in the College and Career Readiness Evaluation Consortium (CCREC) ACT has proposed designing a longitudinal, non-cognitive survey for member state's cohort students. The ACT survey would include USDOE required survey questions for cohort students that are needed for the APR. In the instance this moves forward, the ACT designed



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longitudinal survey would replace the bi-annual student survey detailed above, and the external evaluator would design Tennessee specific survey questions to be included on the survey, oversee administration of the ACT survey, and analyze the results.

- Completion deadline: Bi-annual; Surveys administered by December 1st, Results finalized and provided by March 15th.

Project Years 1, 3, 5, (2013-14; 2015-16; 2016-17)

- A.13. Deliverable 10 - Stakeholder and Student Focus Groups. The successful external evaluator will design and conduct focus groups with cohort students, parents, and stakeholders to provide information on stakeholder perceptions of program efficacy. The external evaluator will provide the data to THEC, in electronic and paper form, and assist in providing a summary of results as needed for mandated annual performance reports as required by the U.S. Department of Education.

- Completion deadline: Bi-annual; focus groups completed by January 1st; results analyzed by March 15th; in year 1 deadline is July 22nd.

Years 1 (2013-14), 3 (2015-16), and 5 (2017-18)

- A.14. Deliverable 11 - Grant Staff and School Personnel Structured Interviews The external evaluator designs interview questions and conducts structured interviews with grant staff and participating school-system staff. Interview questions provide information on program implementation, challenges, and successes. The external evaluator will provide the data to THEC, in electronic and paper form, and assist in providing a summary of results as needed for mandated annual performance reports as required by the U.S. Department of Education.

- Completion deadline: Interviews completed by February 1st; results analyzed by March 15th;

Years 1 (2013-14), 3(2015-16), 5 (2017-18),

- A.15. Deliverable 12 - Collaboration with GEAR UP TN's Online Data Management System Vendor. The successful external evaluator will collaborate with GEAR UP TN's web-based data management system to import primary source data files and access student demographic and service participation data. The data management system allows grant staff to input, access, and track program participant demographic, program service participation, and academic information. The system stores, integrates, retrieves, and maintains data for students, parents, and educators receiving grant services. The system is comprehensive in that it includes components for each phase of program evaluation from initial data collection to federal reporting and statistical analysis.

- Completion deadline: Project Years 1 – 6 (July 22, 2014-2019)

- A.16. Deliverable 13 - Data Collection and Analysis. The successful external evaluator will collaborate with key grant personnel to collect and analyze high quality, reliable qualitative and quantitative data to provide comprehensive evidence on the degree to which GEAR UP TN is achieving its stated goals, objectives, and performance measures. In addition to the sources of qualitative data stated above, the following are required data sources:

- A.16.a. Student-level demographic and academic information resides in state databases, including a THEC managed Student Information System. THEC holds a contract with the National Student Clearinghouse to provide postsecondary enrollment and persistence

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data. The external evaluator will collaborate with key project staff to obtain and analyze the necessary student-level academic and postsecondary outcomes data.

- Completion deadline: Years 1-6 (July 22, 2014-2019)

A.16.b. The external evaluator will collaborate with key grant staff to collect and analyze standardized test data for GEAR UP TN cohort students. GEAR UP TN uses ACT's Educational Planning and Assessment System results and ACT's college readiness benchmarks to measure student academic proficiency. GEAR UP TN cohort students take the EXPLORE, PLAN, and ACT in grades 8, 10, and 11/12, respectively. ACT's ENGAGE inventory supplements EPAS by identifying students at-risk through measures of psychosocial indicators: motivation, social engagement and self-regulation to assess student behavior, attitude, motivation, and belief in their academic success.

- Completion deadline: Project Years 1 (July 22, 2013-2014), 3 (July 22, 2015-2016), 4 July 22, 2016-2017), and 5 (July 22, 2017-2018)

A.16.c. The external evaluator may also analyze GEAR UP TN cohort student performance on the Tennessee Comprehensive Assessment Program (TCAP) Achievement Test, administered each spring to assess whether students met or exceeded state standards and established GEAR UP TN performance measures. This test may be replaced with an end of course assessment.

- Completion deadline: Annual Project Years 1 – 6 (July 22, 2014-2019)

A.16.d. PARCC assessments also measure high school student college and career readiness. The successful external evaluator may analyze cohort students' PARCC assessment scores upon test implementation. Tennessee is a member of the Partnership for the Assessment of Readiness for College and Careers (PARCC) and serves as a governing state for this initiative. PARCC is a consortium of 25 states working together to develop a common set of K-12 assessments in English and math, anchored in the knowledge and skills young people need for success in college and the workforce. The state plans to begin PARCC assessment administration in the 2014-15 school year, when the GEAR UP TN cohort students enter their sophomore year. In preparation for statewide implementation and to ensure GEAR UP TN high schools are well equipped, GEAR UP TN plans to conduct early preparation and implementation of the PARCC assessments in direct-service high schools.

- Completion deadline: Project Years 2 – 6 (June 22, 2015-2019)

A.16.e. The external evaluator will collaborate with key grant staff to effectively incorporate data from the Statewide Longitudinal Data System (SLDS) upon its completion (scheduled for 2014). The Tennessee SLDS collects and links P-20 data across state agencies and significantly increases teacher, school, and district-level use of near real-time student data. The P-20 information system presents educators means of looking at student outcomes across levels of education and into the workforce.

- Completion deadline: 2014, or upon SLDS completion

Project Years 2 – 6 (June 22, 2015-2019)

A.16.f. The external evaluator will create or provide a File Transfer Protocol (FTP) for the secure exchange and transmittal of sensitive data files and information between the external evaluation agency and THEC; the external evaluation agency and GEAR UP TN

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Collaboratives; and the external evaluation agency and the online data management vendor, within ninety (90) days of contract execution.

- Completion deadline: Ninety (90) days after contract execution

A.17. Deliverable 14 - Stakeholder Meetings. To foster collaboration, increased understanding, and the practical application of evaluation results for program improvement, the successful external evaluator must host annual face-to-face meetings in Nashville, Tennessee with THEC, GEAR UP TN Collaborative staff, and key stakeholders. Meetings will require presentation of evaluation findings to the GEAR UP TN Advisory Board and/or the Commission and key stakeholders.

- Completion deadline: Annual; spring or summer each year.

Project Years 1 – 6 (2014 - 2019)

A.18. Deliverable 15 - Monthly Conference Calls. The external evaluator must participate in monthly conference calls with project staff to facilitate communication and provide data and evaluation updates. THEC will provide a conference pin number and will facilitate the monthly calls with Collaborative grant and central office staff.

- Completion deadline: Monthly

Project Years 1 – 6 (2014 - 2019)

A.19. Deliverable 16 - Collaborate with ACT and National College and Career Readiness Evaluation Consortium. The successful external evaluator will collaborate with ACT, fifteen (15) other state GEAR UP projects, and the GEAR UP College and Career Readiness Evaluation Consortium (hereafter, the 'Consortium' or CCREC) to conduct embedded research. Operating as a learning network, the Consortium seeks to strengthen the evaluation capacity of GEAR UP through inter-state collaboration, data-sharing, and research. Members of the Consortium participate in a process to define, measure, and report on the value-added impact of GEAR UP on student aspirations, academic growth, and college readiness and success.

As a member of the Consortium, Tennessee commits at minimum, to: 1) Administer the EXPLORE to all 8th grade GEAR UP students; 2) Administer the PLAN to all 10th grade GEAR UP students; 3) Administer the ACT to all 11th grade GEAR UP students; 4) Share the results of the EXPLORE, PLAN, and ACT assessments, the 4-year cohort high school graduation-rate of GEAR UP students, and postsecondary enrollment data as verified through the National Student Clearinghouse; 5) Share results from common survey questions in grant years two, four, and six, indicating GEAR UP students' and families' knowledge of postsecondary education options, preparation, and financing; 6) Share the professional services costs associated with a consortium consultant and costs for data systems housing and maintenance; and 7) Benefit equally from the in-kind costs associated with research and evaluation services of ACT, Inc., and other providers of external evaluation services.

The Consortium plans to stage development and work as follows: Phase I - Systemic Planning (FY 2011-12), retention of a management consultant; establishment of goals, objectives, measures, and the execution of data-sharing agreements; Phase II – Research and Evaluation Framework (FY 2012-13), identification of available data through state collection efforts and ACT's repository of assessment data; and Phase III – Implementation (FY 2013-18), formative and summative evaluation, research studies, and national initiatives, made possible by strong and expanded partnerships and external support.

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The external evaluator will participate with ACT and the Consortium members during these stages of development. The external evaluator will collaborate to develop common measures of analysis, identify common and available data, participate in the design of the national evaluation, and share Tennessee's evaluation results along the shared metrics with ACT and Consortium members. Collaboration with the Consortium will include participation in and travel to three national meetings per year among member states and state evaluators held in conjunction with the National Council for Community and Education Partnerships (NCCEP) National Conference and Capacity Building Conferences in addition to a third evaluators' meeting. NCCEP is the professional organization for the GEAR UP community (<http://www.edpartnerships.org/>).

A.19.a. The Consortium's draft research questions include:

### ACT LED RESEARCH AND EVALUATION

#### GEAR UP students' academic progress relative to a comparison group

- (1) What is the relationship of GU students' academic progress, as measured by EPAS, relative to non-GU students of similar demographic characteristics:
  - i. ... academic progress, as measured by being on track to graduate high school ...;
  - ii. ... academic progress, as measured by high school graduation ...;
  - iii. ... academic progress, as measured by need for remediation at the college level...;
  - iv. ... academic progress, as measured by persistence in postsecondary education ...; and
  - v. ... academic progress, as measured by postsecondary graduation.
- (2) What are the relationships of the academic progress, as measured by EPAS, of GU students of select demographic characteristics (e.g. gender, race/ethnicity, urban/rural) relative to non-GU students of similar demographic characteristics:
  - i. ... academic progress, as measured by being on track to graduate high school ...;
  - ii. ... academic progress, as measured by high school graduation ...;
  - iii. ... academic progress, as measured by need for remediation at the college level...;
  - iv. ... academic progress, as measured by persistence in postsecondary education ...; and
  - v. ... academic progress, as measured by postsecondary graduation.

### CCREC LED RESEARCH AND EVALUATION

#### GEAR UP activities and academic achievement

- (3) What is the relationship of the level of involvement in GU activities (low, medium, high) relative to academic achievement, as measured by:
  - i. EPAS;
  - ii. being on track to graduate high school;
  - iii. high school graduation;
  - iv. need for remediation at the college level;
  - v. persistence in postsecondary education; and
  - vi. graduation from postsecondary institution.
- (4) What are the relationships of specific GU activities (e.g. tutoring, mentoring, college visits, parent involvement, FAFSA completion, financial aid workshops) relative to academic achievement as measured by:

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- i. EPAS;
- ii. being on track to graduate high school;
- iii. high school graduation;
- iv. need for remediation at the college level;
- v. persistence in postsecondary education; and
- vi. graduation from postsecondary institution;

(5) What is the relationship of participation in GU and academic growth as measured by EPAS?

- Completion deadline: Project Years 1 – 6 (2013-2019)

A.20. Deliverable 17 - Data Transfer and Grant Close. Within 90 days of grant conclusion, the successful external evaluator must provide the Tennessee Higher Education Commission with copies of all data and materials collected during the life of the grant. The external evaluator will provide THEC's Office of P-16 Initiatives' Assistant Director of College Access Initiatives with raw data in addition to copies of all data analyses, findings, reports, presentations, and research studies. The external evaluator must provide a complete data set with a full codebook that incorporates all data collected over the course of the project. The codebook should include variable names, value labels, definitions, basic descriptive statistics and distributions, and missing values. The external evaluator must create or provide a secure File Transfer Protocol (FTP) to exchange data files, not already established. All documents must be provided electronically; THEC may request additional copies in printed form. Information produced under this scope of services may not be reproduced or published without permission from THEC. A statement may be requested verifying that data will be destroyed at the conclusion of the grant.

- Completion deadline: Ninety (90) days of grant conclusion

Project Year 6 (July 22, 2019)

A.21. Continued Cooperation. The Contractor shall cooperate with THEC related to these contract activities for a period of up to three years from the close of the project. This may include, but not be limited to, requests for information, participation in interviews, providing project documents and information; as well as records or documents.

### B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning September 6, 2013, and ending on July 22, 2019. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)**. The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the

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Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

| Service Description   | Amount<br>(per compensable<br>increment) |
|---|--|
| <b>Project Year 1<br/>09/06/2013 – 07/22/2014</b>   |  |
| Establish and Implement Evaluation Framework<br>Deliverable 1, Project Year 1<br>§ A.4.   | \$ / Year                                |
| Goals, Objectives, and Performance Measure Revision<br>Deliverable 2, Project Year 1<br>§ A.5.  | \$ / Year                                |
| Selection of non-GEAR UP Comparison Schools<br>Deliverable 3, Project Year 1<br>§ A.6.  | \$ / Year                                |
| Baseline Data Collection on GEAR UP TN Direct Service Schools<br>Deliverable 4, Project Year 1<br>§ A.7.  | \$ / Year                                |
| Performance Measure Target Revision<br>Deliverable 5, Project Year 1<br>§ A.8.  | \$ / Year                                |
| Provision of File Transfer Protocol (FTP) for the Secure<br>Exchange of Data<br>Deliverable 13, Project Year 1, 90-days after Contract Execution<br>§ A.16.f. | \$ / Year                                |

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|   |           |
|---|-----------|
| Design and Administration of Bi-Annual USDOE Required GEAR UP Student and Parent Surveys as well as School Personnel Surveys<br>Deliverable 9, Project Year 1<br>§ A.12.<br>(Also noted in Project Years 3 and 5) | \$ / Year |
| Stakeholder and Student Focus Groups<br>Deliverable 10, Years 1<br>§ A.13.<br>(Also noted in Project Years 3 and 5)   | \$ / Year |
| Grant Staff and School Personnel Structured Interviews<br>Deliverable 11, Year 1<br>§ A.14.<br>(Also noted in Project Years 3 and 5)  | \$ / Year |
| Data Analysis, ACT's Educational Planning and Assessment System (EPAS)<br>Deliverable 13, Project Year 1<br>§ A.16. b.<br>(Also noted in 3, 4, and 5)   | \$ / Year |
| Federal Reporting Assistance<br>Deliverable 8, Project Year 1<br>§ A.11.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)   | \$ / Year |
| Formative Evaluation Reports<br>Deliverable 6, Project Year 1<br>§ A.9.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)  | \$ / Year |
| Collaboration with GEAR UP TN's Online Data Management System Vendor<br>Deliverable 12, Project Year 1<br>§ A.15.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)  | \$ / Year |
| Data Collection and Analysis<br>Deliverable 13, Project Year 1<br>§ A.16.a. and c.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)   | \$ / Year |
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 1<br>§ A.17.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)   | \$ / Year |
| Monthly Conference Calls<br>Deliverable 15, Project Year 1<br>§ A.18.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6)  | \$ / Year |

**RFP ATTACHMENT 6.6.2. FEE-FOR-SERVICE (ED) CONTRACT TEMPLATE**

|   |           |
|---|-----------|
| Collaboration with ACT and the National Evaluation Consortium<br>During the Three Phases of Development<br>Deliverable 16, Project Year 1<br>§ A.19.<br>(Also Noted in Project Years 2, 3, 4, 5, and 6) | \$ / Year |
| <b>Project Year 2</b><br><b>07/23/2014 – 07/22/2015</b>   |           |
| Data Analysis, PARCC Assessments<br>Project Year 2<br>§ A.16. d.<br>(Also Noted in Project Years 3, 4, 5, and 6)  | \$ / Year |
| Data Analysis, Statewide Longitudinal Data System (SLDS)<br>Project Year 2<br>§ A.16. e.<br>(Also Noted in 3, 4, 5, and 6)  | \$ / Year |
| Federal Reporting Assistance<br>Deliverable 8, Project Year 2<br>§ A.11.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)   | \$ / Year |
| Formative Evaluation Reports<br>Deliverable 6, Project Year 2<br>§ A.9.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)  | \$ / Year |
| Collaboration with GEAR UP TN's Online Data Management<br>System Vendor<br>Deliverable 12, Project Year 2<br>§ A.15.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)                                 | \$ / Year |
| Data Collection and Analysis<br>Deliverable 13, Project Year 2<br>§ A.16.a. and c.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)   | \$ / Year |
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 2<br>§ A.17.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)   | \$ / Year |
| Monthly Conference Calls<br>Deliverable 15, Project Year 2<br>§ A.18.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6)  | \$ / Year |
| Collaboration with ACT and the National Evaluation Consortium<br>During the Three Phases of Development<br>Deliverable 16, Project Year 2<br>§ A.19.<br>(Also Noted in Project Years 1, 3, 4, 5, and 6) | \$ / Year |
| <b>Project Year 3</b><br><b>07/23/2015 – 07/22/2016</b>   |           |



## RFP ATTACHMENT 6.6.2. FEE-FOR-SERVICE (ED) CONTRACT TEMPLATE

|  |           |
|--|-----------|
| Design and Administration of Bi-Annual USDOE Required GEAR UP Student and Parent Surveys as well as School Personnel Surveys<br>Deliverable 9, Project Years 3<br>§ A.12.<br>(Also noted in Project Years 1 and 5) | \$ / Year |
| Stakeholder and Student Focus Groups<br>Deliverable 10, Project Year 3<br>§ A.13.<br>(Also noted in Project Years 1 and 5)   | \$ / Year |
| Grant Staff and School Personnel Structured Interviews<br>Deliverable 11, Year 3<br>§ A.14.<br>(Also noted in Project Years 1 and 5)   | \$ / Year |
| Data Analysis, ACT's Educational Planning and Assessment System (EPAS)<br>Deliverable 13, Project Year 3<br>§ A.16. b.<br>(Also noted in Project Years 1, 4, and 5)  | \$ / Year |
| Data Analysis, PARCC Assessments<br>Project Year 3<br>§ A.16. d.<br>(Also Noted in Project Years 2, 4, 5, and 6)   | \$ / Year |
| Data Analysis, Statewide Longitudinal Data System (SLDS)<br>Project Year 3<br>§ A.16. e.<br>(Also Noted in 2, 4, 5, and 6)   | \$ / Year |
| Federal Reporting Assistance<br>Deliverable 8, Project Year 3<br>§ A.11.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6)  | \$ / Year |
| Formative Evaluation Reports<br>Deliverable 6, Project Year 3<br>§ A.9.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6)   | \$ / Year |
| Collaboration with GEAR UP TN's Online Data Management System Vendor<br>Deliverable 12, Project Year 3<br>§ A.15.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6)   | \$ / Year |
| Data Collection and Analysis<br>Deliverable 13, Project Year 3<br>§ A.16.a. and c.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6)  | \$ / Year |

**RFP ATTACHMENT 6.6.2. FEE-FOR-SERVICE (ED) CONTRACT TEMPLATE**

|   |           |
|---|-----------|
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 3<br>§ A.17.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6)   | \$ / Year |
| Monthly Conference Calls<br>Deliverable 15, Project Year 3<br>§ A.18.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6)  | \$ / Year |
| Collaboration with ACT and the National Evaluation Consortium<br>During the Three Phases of Development<br>Deliverable 16, Project Year 3<br>§ A.19.<br>(Also Noted in Project Years 1, 2, 4, 5, and 6) | \$ / Year |
| <b>Project Year 4<br/>07/23/2016 – 07/22/2017</b>   |           |
| Data Analysis, ACT's Educational Planning and Assessment System (EPAS)<br>Deliverable 13, Project Year 4<br>§ A.16. b.<br>(Also noted in Project Years 1, 3, and 5)                                     |           |
| Data Analysis, PARCC Assessments<br>Project Year 4<br>§ A.16. d.<br>(Also Noted in Project Years 2, 3, 5, and 6)  | \$ / Year |
| Data Analysis, Statewide Longitudinal Data System (SLDS)<br>Project Year 4<br>§ A.16. e.<br>(Also Noted in Project Years 2, 3, 5, and 6)  | \$ / Year |
| Federal Reporting Assistance<br>Deliverable 8, Project Year 4<br>§ A.11.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)   | \$ / Year |
| Formative Evaluation Reports<br>Deliverable 6, Project Year 4<br>§ A.9.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)  | \$ / Year |
| Collaboration with GEAR UP TN's Online Data Management<br>System Vendor<br>Deliverable 12, Project Year 4<br>§ A.15.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)                                 | \$ / Year |
| Data Collection and Analysis<br>Deliverable 13, Project Year 4<br>§ A.16.a. and c.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)   | \$ / Year |

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|   |           |
|---|-----------|
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 4<br>§ A.17.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)   | \$ / Year |
| Monthly Conference Calls<br>Deliverable 15, Project Year 4<br>§ A.18.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)  | \$ / Year |
| Collaboration with ACT and the National Evaluation Consortium<br>During the Three Phases of Development<br>Deliverable 16, Project Year 4<br>§ A.19.<br>(Also Noted in Project Years 1, 2, 3, 5, and 6)               | \$ / Year |
| <b>Project Year 5<br/>07/23/2017 – 07/22/2018</b>   |           |
| Design and Administration of Bi-Annual USDOE Required GEAR UP Student and Parent<br>Surveys as well as School Personnel Surveys<br>Deliverable 9, Project Years 5<br>§ A.12.<br>(Also noted in Project Years 1 and 3) |           |
| Stakeholder and Student Focus Groups<br>Deliverable 10, Years 5<br>§ A.13.<br>(Also noted in Project Years 1 and 3)   | \$ / Year |
| Grant Staff and School Personnel Structured Interviews<br>Deliverable 11, Year 5<br>§ A.14.<br>(Also noted in Project Years 1 and 3)  |           |
| Data Analysis, ACT's Educational Planning and Assessment<br>System (EPAS)<br>(Deliverable 13, Project Years 5<br>§ A.16. b.<br>(Also noted in Project Years 1, 3, and 4)  | \$ / Year |
| Data Analysis, PARCC Assessments<br>Project Year 5<br>§ A.16. d.<br>(Also Noted in Project Years 2, 3, 4, and 6)  | \$ / Year |
| Data Analysis, Statewide Longitudinal Data System (SLDS)<br>Project Year 5<br>§ A.16. e.<br>(Also Noted in 2, 3, 4, and 6)  | \$ / Year |
| Formative Evaluation Reports<br>Deliverable 6, Project Year 5<br>§ A.9.<br>(Also Noted in Project Years 2, 3, 4, and 6)   | \$ / Year |

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|  |           |
|--|-----------|
| Collaboration with GEAR UP TN's Online Data Management System Vendor<br>Deliverable 12, Project Year 5<br>§ A.15.<br>(Also Noted in Project Years 2, 3, 4, and 6)                                    | \$ / Year |
| Data Collection and Analysis<br>Deliverable 13, Project Year 5<br>§ A.16.a. and c.<br>(Also Noted in Project Years 2, 3, 4, and 6)   | \$ / Year |
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 5<br>§ A.17.<br>(Also Noted in Project Years 1, 2, 3, 4, and 6)  | \$ / Year |
| Monthly Conference Calls<br>Deliverable 15, Project Year 5<br>§ A.18.<br>(Also Noted in Project Years 1, 2, 3, 4, and 6)   | \$ / Year |
| Collaboration with ACT and the National Evaluation Consortium During the Three Phases of Development<br>Deliverable 16, Project Year 5<br>§ A.19.<br>(Also Noted in Project Years 1, 2, 3, 4, and 6) | \$ / Year |
| <p style="text-align: center;"><b>Project Year 6</b><br/><b>07/23/2018 – 07/22/2019</b></p>  |           |
| Data Analysis, PARCC Assessments<br>Project Year 6<br>§ A.16. d.<br>(Also Noted in Project Years 2, 3, 4, and 5)   |           |
| Data Analysis, Statewide Longitudinal Data System (SLDS)<br>Project Year 6<br>§ A.16. e.<br>(Also Noted in 2, 3, 4, and 5)   | \$ / Year |
| Federal Reporting Assistance<br>Deliverable 8, Project Year 6<br>§ A.11.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)  | \$ / Year |
| Formative Evaluation Reports<br>Deliverable 6, Project Year 6<br>§ A.9.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)   | \$ / Year |
| Collaboration with GEAR UP TN's Online Data Management System Vendor<br>Deliverable 12, Project Year 6<br>§ A.15.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)                                 | \$ / Year |

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|   |           |
|---|-----------|
| Data Collection and Analysis<br>Deliverable 13, Project Year 6<br>§ A.16.a. and c.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)   | \$ / Year |
| Stakeholder Meetings in Nashville, TN<br>Deliverable 14, Project Year 6<br>§ A.17.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)   | \$ / Year |
| Monthly Conference Calls<br>Deliverable 15, Project Year 6<br>§ A.18.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5)  | \$ / Year |
| Collaboration with ACT and the National Evaluation Consortium<br>During the Three Phases of Development<br>Deliverable 16, Project Year 6<br>§ A.19.<br>(Also Noted in Project Years 1, 2, 3, 4, and 5) | \$ / Year |
| Final Summative Evaluation Report Detailing the Degree to which<br>GEAR UP TN was Successful in Achieving Intended Outcomes<br>Deliverable 7, Project Year 6<br>§ A.10.                                 | \$ / Year |
| Data Transfer and Grant Close<br>Deliverable 17, Project Year 6<br>§ A.20.  | \$ / Year |

- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Higher Education Commission  
Suite 1900, Parkway Towers  
404 James Robertson Parkway  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date

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- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Higher Education Commission, GEAR UP TN
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. Pursuant to *Tennessee Code Annotated*, Section 9-4-604, the State may not issue warrants for payments to persons who are in default to the State until such arrearages are paid. If applicable to the Contractor, the Contractor agrees that, should such an arrearage exist during the term of this Contract, the State shall have the right to deduct from payments due and owing to the Contractor any and all amounts as are necessary to satisfy the arrearage. Should a dispute arise concerning payments due and owing to the Contractor under this Contract, the State reserves the right to withhold said disputed amounts pending final resolution of the dispute.

### D. STANDARD TERMS AND CONDITIONS:

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- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Any liability of the Contractor to the State and third parties for any claims, losses, or costs arising out of or related to acts performed by the Contractor under this agreement shall be governed by the Tennessee Claims Commission Act, *Tennessee Code Annotated*, Section 9-8-301, *et seq.*
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

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- D.8. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL



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address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Troy Grant, Director of College Access Challenge Grant  
Tennessee Higher Education Commission  
Suite 1900, Parkway Towers  
404 James Robertson Parkway  
Nashville, TN 37243  
Email: [Troy.Grant@tn.gov](mailto:Troy.Grant@tn.gov)  
Telephone Number: 615.532.0423  
FAX Number: 615.741.2630

All Refunds or other Monetary Returns:

Russ Deaton, Associate Executive Director, Fiscal Affairs  
Tennessee Higher Education Commission  
Suite 1900, Parkway Towers, 404 James Robertson Parkway  
Nashville, TN 37243  
[Russ.Deaton@tn.gov](mailto:Russ.Deaton@tn.gov)  
Telephone Number: 615.532.3860  
FAX Number: 615.741.6230

The Contractor:

Contractor Contact Name & Title  
Contractor Name  
Address  
Email Address  
Telephone Number:  
FAX Number:

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4 Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal

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law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.5. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
  - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
  - d. any technical specifications provided to proposers during the procurement process to award this Contract;
  - e. the Contractor's proposal seeking this Contract.
- E.7. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

## RFP ATTACHMENT 6.6.2. FEE-FOR-SERVICE (ED) CONTRACT TEMPLATE

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.8. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.9. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
  - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
    - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

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(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.10. FERPA Compliance. The State and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the Authorization and Acknowledgement of Compliance document at Attachment A.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

RFP ATTACHMENT 6.6.2. FEE-FOR-SERVICE (ED) CONTRACT TEMPLATE

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CONTRACTOR SIGNATURE

DATE

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PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE HIGHER EDUCATION COMMISSION:

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RICHARD G. RHODA, EXECUTIVE DIRECTOR

DATE

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**AUTHORIZATION AND ACKNOWLEDGEMENT OF COMPLIANCE**

**Whereas, State of Tennessee, Tennessee Higher Education Commission (THEC),** hereinafter referred to as the “**State**” has contracted with the **[Contractor Legal Entity Name]**, hereinafter referred to as the “**Contractor**” or “**External Evaluator,**” on **[DATE]** through **[DATE]** (**Agency Tracking 33201-02913**), for web hosting & software maintenance for Tennessee career exploration and college portfolio applications, and

**Whereas,** The above referenced contract may require the disclosure by the State to **[EXTERNAL EVALUATOR]** of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA), and

**Whereas,** 34 C.F.R. 99.31(2), authorizes an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services.

Therefore, the State and **[EXTERNAL EVALUATOR]** hereby agree as follows:

1. **[EXTERNAL EVALUATOR]** is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This student information may include: Name, email address, permanent address, phone numbers, county, date of birth, grade, and high school name. In the future the data may include career choice, plan of study, college choice, career cluster choice, career assessment results.
2. **[EXTERNAL EVALUATOR]** agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with the state.
3. **[EXTERNAL EVALUATOR]** agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

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CONTRACTOR, TITLE

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DATE